RIGHT [redacted] Y AND EASEMENT

STATE OF Wyoming

COUNTY OF Lincoln

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.
Lot 17;	4	28 North	114 West, 6th P.M.	

175767

[illegible] 29 Jan 1979 at 1 o'clock PM [illegible] COUNTY CLERK [illegible]

RECORDER'S FEE 829

WITNESS THE EXECUTION HEREOF THE 3rd DAY OF May 19 79 , A.D.

by Lillian E. Harrower, Thomas S. Harrower, Jr., Norman M. Harrower II, and Julienne Harrower

[illegible]
Witness to Signature(s)

Lillian E. Harrower

[illegible]

Thomas S. Harrower Jr.

Norman M. Harrower II

Julienne Harrower

Project Name: Big Piney Gathering System
Belco Petroleum-Fogarty Creek #10-8

W/O 14907 Dwg. No. 2T76i.0-9-1

R/W 78653 Grant No. 1

FORM NWP 1080-2 (1-77)

001

002

(Single Acknowledgment for Wyoming)

STATE OF Wyoming
COUNTY OF Lincoln County

On this 1st day of , 19 , before me personally appeared

Lillian E. Harrower , 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.

MAE JEAN JULIAN
NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires Oct. 1, 1980

My commission expires: Notary Public in and for

County, State of

FORM NWP 1091-3 (2-74)

(Joint Acknowledgment for Wyoming)

STATE OF WYOMING

COUNTY OF LINCOLN

On this day of , 1979 , before me personally appeared

Norman M. Harrower, II and Julienne Harrower

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.

MAE JEAN JULIAN
NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires Oct. 1, 1980

My commission expires: Notary Public in and for

County, State of

FORM NWP 1091-2 (2-74)

(Single Acknowledgment for Wyoming)

STATE OF Wyoming

COUNTY OF Lincoln

On this 1st day of , 19 , before me personally appeared

Thomas S. Harrower, Jr. , 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.

MAE JEAN JULIAN
NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires Oct. 1, 1980

My commission expires: Notary Public in and for

County, State of

FORM NWP 1091-3 (2-74)

REGISTER NO. 829

[redacted] [redacted]

ASSIGNMENT OF OVER[redacted] ROYALTY INTEREST
(United States Oil and Gas Lease)

FOR VALUE RECEIVED, the undersigned, JOAN CHORNEY,
whose address is 401 Lincoln Tower Bldg., 1860 Lincoln Street, Denver, CO 80295,
does hereby assign, transfer, convey, and set over to R. K. O'CONNELL,
whose address is P. O. Box 2003, Casper, Wyoming 82601,
an overriding royalty consisting of 1/2 of 1% (one-half of one percent)
percent of all of the oil, gas and other hydrocarbon substances produced, saved and marketed from the lands hereinafter described under the terms of the oil and gas lease hereinafter specified and all extensions and renewals thereof. The oil and gas lease is identified as United States of America Serial Number W-7418-A dated the 1st day of September, 1967. The lands covered thereby as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 33 North, Range 114 West, 6th P.M.

Section 4: Lots 1,2,3, S½N½, S½

Township 34 North, Range 114 West, 6th P.M.

Section 29: E½
Section 33: S½NW¼, SW¼, S½SE¼
Section 34: N½, SW¼, N½SE¼, SW¼SE¼ Containing 1839.85 acres, m/l

This assignment is made without warranties of title express or implied and shall be binding upon the undersigned, as assignor, and the person to whom the assignment is made, as assignee, and their respective heirs, personal representatives, successors, and assigns.

Dated and signed this 3rd day of July, 1979.

175927

RECORDED August 13 1979 9:00 A M
BOOK 58 Oil & G PAGE 3
FEES $4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Turner

Joan Chorney
Assignor
Joan Chorney

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joan Chorney

this 3rd day of July, 1979.

Witness my hand and official seal.

My commission expires:

July 15, 1982

L. M. Clark
Notary Public

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

ROYALTY ASSIGNMENT

This assignment made and entered into this 7 day of August, 1979,

by and between CARLA S. PAUL, 821 Dolores Street Tyler, Texas 75703

herein referred to as assignor, (whether one or more) and

PEGGY S. SMITH, 2430 Terrilinga Street Tyler, Texas 75701

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to Five Percent of eight eighths (5% of 8/8ths) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 31 North, Range 114 W
Section 14 N½SW¼
Sublette County Wy

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Carla S. Paul as lessee, bearing No. W-64245 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessee under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

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

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

Carla S. Paul

Carla S. Paul

Spouse

STATE OF [illegible] }
County of Smith } ss.

On this 7 day of [illegible], 1979, before me personally appeared Carla S. Paul

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

My commission expires [illegible]

Notary Public

STATE OF Wyoming }
County of Lincoln } ss.

I hereby certify that this instrument was filed for record on the 13th day of Aug A. D., 1979 at 1:00 o'clock; P m., and duly recorded in Book 58 Page 34 of the Official records of said County.

[illegible]
County Clerk

By [illegible], Deputy

Rec. No. [illegible] Fees, $4.00

Return to

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

FOR VALUE RECEIVED, the undersigned, JOAN CHORNEY,
whose address is 401 Lincoln Tower Bldg., 1860 Lincoln Street, Denver, CO 80295,
does hereby assign, transfer, convey, and set over to R. K. O'CONNELL,
whose address is P. O. Box 2003, Casper, Wyoming 82601,
an overriding royalty consisting of 1/2 of 1% (one-half of one percent)
percent of all of the oil, gas and other hydrocarbon substances produced, saved and marketed from the lands hereinafter described under the terms of the oil and gas lease hereinafter specified and all extensions and renewals thereof. The oil and gas lease is identified as United States of America Serial Number W-7418-A dated the 1st day of September, 1967. The lands covered thereby as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 33 North, Range 114 West, 6th P.M.

Section 4: Lots 1,2,3, S½N½, S½

Township 34 North, Range 114 West, 6th P.M.

Section 29: E½
Section 33: S½NW¼, SW¼, S½SE¼
Section 34: N½, SW¼, N½SE¼, SW¼SE¼ Containing 1839.85 acres, m/l

This assignment is made without warranties of title express or implied and shall be binding upon the undersigned, as assignor, and the person to whom the assignment is made, as assignee, and their respective heirs, personal representatives, successors, and assigns.

Dated and signed this 3rd day of July, 1979.

175927

RECORDED August 13 1979 9:00 A.M.
BOOK 58 Ops PAGE 3
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Evans

Joan Chorney
Assignor
Joan Chorney

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joan Chorney

this 3rd day of July, 1979.

Witness my hand and official seal.

My commission expires:

July 15, 1982

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

The undersigned, Joan Chorney, 401 Lincoln Tower Bldg., 1860 Lincoln St. Denver, Colorado 80295, as assignor, FOR VALUE RECEIVED, hereby assigns and conveys to The Wyoming National Bank of Casper, P.O. Box 2799 Casper, WY 82602 "SEE EXPLANATION BELOW", as assignee, those certain percentages of overriding royalty in the oil and gas leases hereinafter mentioned as to the lands hereinafter described. The specific leases included in whole or in part on Exhibit "A" hereto are identified by serial numbers as follows:

U.S.A. Serial Numbers

W - 35983
W - 36440

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

Attached hereto, marked Exhibit "A" and by reference made a part hereof, is a schedule showing the oil and gas leases affected hereby by serial number and date and a specific legal description of the lands included therein as to which this assignment and conveyance of overriding royalty is made. Also shown thereon is the specific percentage of overriding royalty under said lease and as to said lands which is hereby assigned and conveyed from assignor to assignee. Said schedule is adopted herein the same as if repeated verbatim on the face of this assignment.

This is an OVERRIDING ROYALTY conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

This assignment is executed in a sufficient number of counterparts that the same may be filed in each of the case files of the oil and gas leases referred to in Exhibit "A" hereof.

IN WITNESS WHEREOF, this assignment is executed this 25th day of June, 1979.

175980

RECORDED Aug 15 1979 8:00 AM
IN BOOK 58 Misc PAGE 4
FEES $6.00 Lacy Yabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Peters

Joan Chorney
Assignor
Joan Chorney

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

The foregoing instrument was acknowledged before me by Joan Chorney

this 25th day of June, 1979.

Witness My Hand and Official Seal.

My Commission Expires:
July 15, 1982

[redacted] [redacted] [redacted]

EXHIBIT "A"

Assignment of Overriding Royalty Interests
In Oil and Gas Leases

ASE NO. & E	DESCRIPTION	PERCENT OF ROYALTY BEING ASSIGNED
35983 1/72 516	T 31 N - R 114 W - Sublette Sec. 2: W½SW¼ Containing 80.00 acres, m/l	1%
36440 /1/72 533	T 32 N - R 114 W - Sublette Sec. 26: S½ Sec. 27: W½, SE¼ Containing 800.00 acres, m/l	1%

6 (ASSIGNMENT OF OVERRIDING ROYALTY [illegible] of Wyoming Oil and Gas Lease) #5326

FOR VALUE RECEIVED, the undersigned, JOAN CHORNEY

whose address is 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295

does hereby assign, transfer, convey, and set over to THE WYOMING NATIONAL BANK OF CASPER, TRUSTEE

whose address is Post Office Box 2799, Casper, WY 82602 "SEE EXPLANATION BELOW"

, an overriding royalty consisting of One Percent of 8/8ths (1%)

of all of the oil, gas and other hydrocarbon substances produced, saved and marketed from the lands hereinafter described under the terms of the oil and gas lease hereinafter specified and all extensions and renewals thereof. The oil and gas lease is identified as State of Wyoming Serial Number 72-37674 dated the 2nd day of December, 1972. The lands covered thereby, insofar as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 31 North, Range 114 West, 6th P.M.

Section 16: W½

Containing 320.00 acres, m/l

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

This assignment is made without warranties of title express or implied and shall be binding upon the undersigned, as assignor, and the person to whom the assignment is made, as assignee, and their respective heirs, personal representatives, successors, and assigns.

Dated and signed this 25th day of June, 1979.

Joan Chorney

Assignor
Joan Chorney

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOAN CHORNEY

this 25th day of June, 1979.

Witness my hand and official seal.

My Commission Expires:

July 15, 1982

Notary Public

175981

RECORDED August 15 1979 11:12 A.M.
IN BOOK 58 Misc F[illegible] 6
FEES $4.00 COUNTY CLERK

[redacted] [redacted] [redacted] 1375

MEMORANDUM GIVING NOTICE OF AGREEMENT

WHEREAS, MOUNTAIN FUEL SUPPLY COMPANY, as "Buyer", and EXXON CORPORATION, as "Seller", made and entered into a certain Gas Purchase Agreement dated March 30, 1979 (the "Agreement") providing for the sale of gas to be produced from certain lands and leases located in Sublette County, Wyoming, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, it is the desire of Exxon Corporation to acknowledge the existence of the Agreement in recordable form.

NOW, THEREFORE, the undersigned identified as Seller in said Agreement does hereby:

1. Acknowledge the execution of the Agreement as set forth above;

2. Refer to the Agreement for all of its terms and provisions and incorporate the same by reference as fully as if copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this Memorandum is the same as that Exhibit described in and attached to the Agreement and that Seller's interest in said lands and leases is committed to the Agreement to the extent set out therein.

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to the said Agreement but is for the purpose of giving record notice of the existence of the Agreement in lieu of recording same in its entirety.

EXECUTED on this 18th day of July, 1979.

SELLER:

EXXON CORPORATION

By _____
Attorney-In-Fact

176010

RECORDED Aug 16 1979 8:00 AM
IN BOOK 58 D&R PAGE 7
FEES $13.25 Lois Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Lois Yoke, Ex Officio

THE STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared W. RAY BOOTH known to me to be the person whose name is subscribed to the foregoing instrument as ATTORNEY IN FACT of EXXON CORPORATION and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said EXXON CORPORATION.

Given under my hand and seal of office this 17 day of July A. D., 1972.

Notary Public in and for Harris County, Texas

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____ and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said _____.

Given under my hand and seal of office this ___ day of _____ A. D., 19___.

Notary Public in and for _____

APPENDIX "A"

Dry Piney Unit & Area

FILE NO.		SUBLETTE COUNTY, WYOMING
600031-001	USA EV-021954	S/2 Sec. 15 & NE NW & NW NE Sec. 22-27N-114W
601555-001	W-05690	N/2 & N/2 SW & SE SW & SE Sec. 10 All Sec. 11 & W/2 NW & NW SW Sec. 12 & All Sec. 14 & N/2 Sec. 15-27N-114W
601558-001	W-05691	Lot 5 & 6 of Sec. 5-28N-114W
601553-001	W-8140	All Sec. 2 & Lots 1, 2, 3, 4, & S/2 N/2 & N/2 S/2 Sec. 3 & Lots 1, 2, 3, 4, & S/2 N/2 Sec. 4-27N-114W & SE Sec. 33 & All Sec. 34 & SW Sec. 35-28N-114W
601556-001	W-054585	NE NW & SW SW Sec. 12-27N-114W
624042-001	W-59397	Lots 1, 9, 16 & N/2 NW SE & SE NW SE Sec. 17 & Lot 1 Sec. 20 & NW Sec. 21 & NW Sec. 27-27N-114W
624226-001	W-61053	Lots 17, 18, 22 Sec. 5 Lot 1 Sec. 8-27N-114W
623182-001	W-51423	Lots 7, 14 & SW NE & W/2 SE Sec. 8 & SW SW 9-27N-114W
623183-001	W-51424	SW NE & NW NW & S/2 NW & SW & W/2 SE Sec. 22 27N 114W
634706-001	W-51101	S/2 S/2 Sec. 3 & S/2 Sec. 4 & Lots 13, 14, 15, 16, 23, 24, Sec. 5 & N/2 & N/2 SE and SE SE Sec. 9 & SW SW Sec. 10-27N-114W & N/2 NE & SE NE Sec. 8 & N/2 SW & SE SW & SW SE Sec. 9-27N-114 W

10

Form 3100-5
(February 1971)

CASPER PRESS
134 N. Center
Casper, Wyo

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-67184

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

1

RECORDED Aug 27 1979 at 2:22 o'clock P M
IN BOOK 52 Misc PAGE 10
FEES 3.00 Lois Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1979, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below

2 Describe the lands affected by this assignment *(43 CFR 3106.2-1)*

Township 32 North, Range 113 West, 6th P.M.
Section 22: All
Section 27: E½NE¼, W½, SE¼
Section 32: All
Section 34: NE¼

Containing 2,000.00 acres, more or less,
in Sublette County, Wyoming.

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

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

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

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 79

(Assignor's Signature)
PAUL N. TEMPLE

1800 North Kent Street, Suite 900
(Assignor's Address)

Plaza East Building
Rosslyn, Virginia 22209
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective JUL 1 1979

By [illegible]
(Authorized Officer)

[illegible]
(Title)

1979
(Date)

NOTE: This form may be reproduced provided the reproduction conforms in all respects with the provisions of 43 CFR 3106.2 and does not exceed two pages on one sheet of both sides of this official form

[redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19

(Assignee's Signature)

with acknowledgment added

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

(Address, include zip code)

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

GENERAL INSTRUCTIONS

Use of form. Use only for assignment of record title interest in oil and gas leases. Do not use for sublease, assignment of operating agreement, or transfer of operating rights (sublease). An assignment of record title may only convey interests the assignor owns. If more than one assignment is made of a lease, file a separate instrument of transfer with each assignment.

Filing and number of copies. File the executed original and the number of copies required by the local office. A $10 nonrefundable filing fee must accompany each assignment filed for approval. File in the proper office within ninety (90) days after the date of execution.

Effective date of assignment. Assignments approved as to the land will take effect as of the first day of the month following the date the last of the required papers

Segregation of leases; payments not segregated. Do not submit an assignment affecting separate zones in a producing lease unless you propose to segregate the lease. If segregation is intended, file a separate assignment for each segregated lease. Any assignment filed for approval will segregate the lease if approved as to the segregated tract and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and performance of any required cash bonus, royalty or net profit share obligations. In the case of assignment of undivided interests, royalties and payments will not be segregated.

Copies of lease. A copy of the executed lease, or of that portion of the lease in which this assignment is made, should be filed unless it has been previously furnished to the proper office.

SPECIFIC INSTRUCTIONS

PART I

Item 1. Type or print clearly in ink. Assignor must be a lessee of record. Give name, street address, and city, State, and ZIP code for each party.

ITEM 4

A. Certification that assignee

B. If assignee is a corporation, it must be qualified to hold the lease interest under the laws of the State in which the leased lands are situated. Assignee must submit evidence of authority of the officer signing for the corporation. Assignee must file a statement as to whether or not more than 10 percent of the stock of the corporation is held by any single foreign stockholder (a foreign stockholder is a stockholder who is not a citizen of the United States). If more than 10 percent of the stock is held by foreign stockholders, assignee must file a statement as to (1) the number of shares owned by such stockholders, and (2) their addresses.

C. If assignee is a minor, a bond must be filed unless one has been previously filed with the proper BLM office.

Item 2. Enter the serial number of the lease in which the interest is assigned. (If more than one lease is affected by this assignment, use a separate form for each lease.)

Item 3. Enter the name of the assignee as it is to appear on the lease.

Item 4. Enter the total acreage assigned in the lease.

Item 5. Enter the percentage of interest assigned.

Item 6. Enter the percentage of interest retained, if any.

Item 7. Enter the name of the record title holder if other than the assignor.

Item 8. Enter the name of the operating rights owner if other than the assignor.

Item 9. Enter the name of the overriding royalty owner if other than the assignor.

Item 10. Enter the name of the payee of any other payment out of production.

Item 11. Enter the name of the purchaser of any other interest assigned.

Item 12. Enter the name of the operator under the lease.

Item 13. Enter the name of the person who will be designated operator under the assignment.

Item 14. Enter the name of the person who will be designated agent for service of process under the assignment.

Item 15. Enter the name of the person who will be designated agent for service of notices under the assignment.

Item 16. Enter the name of the person who will be designated agent for payment of rentals under the assignment.

Item 17. Enter the name of the person who will be designated agent for filing reports under the assignment.

Item 18. Enter the name of the person who will be designated agent for payment of royalties under the assignment.

Item 19. Enter the name of the person who will be designated agent for filing and maintaining bonds under the assignment.

Item 20. Enter the name of the person who will be designated agent for filing and maintaining insurance under the assignment.

Item 21. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 22. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 23. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 24. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 25. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

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Item 33. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 34. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

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Item 41. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 42. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 43. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 44. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 45. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 46. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 47. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 48. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 49. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Item 50. Enter the name of the person who will be designated agent for filing and maintaining other documents under the assignment.

Form 3106-5 (February 1971)

STATE OF VIRGINIA
COUNTY OF ARLINGTON } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of APRIL, 1979, personally appeared PAUL N. TEMPLE

to 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 official seal the day and year last above written.

My commission expires 05-12-81

Notary Public

Assignor hereby excepts and reserves an obligation equal to $ 4,000.00 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 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 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 4-2-79 Signed for Identification _____

REASSIGNMENT RIDER

Attached to and made a part of assignment dated April 2, , 19 79 .

ssignee agrees not to let said lease terminate by non-payment of rentals without first otifying Assignor in writing of its intention to do so at any time not less than thirty 30) days prior to the rental due date under said lease properly deposited into the ited States Post Office with sufficient postage, addressed to Paul N. Templ
1800 N. Kent Street, Suite 900, Rosslyn, Virginia 22209
d in that event upon written demand by said Assignor if received by Assignee within fteen (15) days after mailing of such notice, said Assignee, its successors and assigns, ll re-assign to said Assignor said lease, or that portion thereof on which it does not ose to pay said rentals. In the absence of any such demand, no obligation on said ignee, its successors and assigns, to re-assign said lease shall exist. Assignee ll not be liable to Assignor for Assignee's unintentional failure to comply with the visions hereof.

Initialed for identification - Assignor _____

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

The undersigned, WOODS PETROLEUM CORPORATION, Suite 500, National Foundation West Building, 3555 NW 58th St., Oklahoma City, Okla., 73112

as Assignor ~~XXX XXXXX XX~~

for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto

W. A. MONCRIEF, Moncrief Building, Ninth at Commerce, Fort Worth, Texas 76102

as Assignee, an undivided 50%
of its right, title and interest in and to Oil and Gas Lease(s) as herein described

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

This Assignment is made by Assignor and accepted by Assignee subject to and in accordance with the terms and provisions of the lease (s) herein assigned and subject to Assignee bearing its(this) proportionate part of all obligations contained therein including all royalties, overriding royalties, production payments and other burdens affecting said leases as of the date of this Assignment.

If Assignee wishes to surrender the herein described lease(s) or any portion thereof, said Assignee by the acceptance of this Assignment agrees to notify Assignor no less than 60 days in advance of the anniversary date of said lease(s) and Assignor shall have 30 days after receipt of such notice within which to elect to take reassignment. Should Assignor elect to receive such reassignment same shall be delivered immediately, free and clear of any obligations whatsoever except those which exist on the date of execution of this Assignment.

This Assignment is made without warranty of title, either expressed or implied.

176109

RECORDED Aug 21 1979 1145 PM
IN BOOK 58 Misc PAGE 133
FEES $7.00 Lois J. Glass COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kathleen Mc Clure

Executed this 11 day of July , 19 79 .

ATTEST: Lucy Ussery, Secretary

WOODS PETROLEUM CORPORATION
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 11th 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

Assignment of Oil and Gas Lease
dated July 11, 1979 from
Woods Petroleum Corporation to
W.A. Moncrief

14

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
10046-1	Miriam J. Barlow, et al	Woods Petroleum Corporation	11-16-78	E/2 SE/4 Sec. 20, NW/4 NE/4, S/2 NE/4, W/2, SE/4 Sec. 21, NW/4 SW/4 Sec. 22, N/2 N/2, S/2 NW/4, S/2 Sec. 28 and NE/4 NE/4, S/2 NE/4, SE/4 Sec. 29-30N-112W.	57	165
10046-2	Gordon M. Mickelson, as President of the Reservior Ranch Company, Inc.	Woods Petroleum Corporation	11-16-78	E/2 SE/4 Sec. 20, NW/4 NE/4, S/2 NE/4, W/2, SE/4 Sec. 21, NW/4 SW/4 Sec. 22, N/2 N/2, S/2 NW/4, S/2 Sec. 28 and NE/4 NE/4, S/2 NE/4, SE/4 Sec. 29-30N-112W.	57	225
10046-3	Helen Jenkins O'Neil and C.R. O'Neil	Woods Petroleum Corporation	11-15-78	E/2 SE/4 Sec. 20, NW/4 NE/4, S/2 NE/4, W/2, SE/4 Sec. 21, NW/4 SW/4 Sec. 22, N/2 N/2, S/2 NW/4, S/2 Sec. 28 and NE/4 NE/4, S/2 NE/4, SE/4 Sec. 29-30N-112W.	57	163
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

ASSIGNMENT OF OVERRIDING ROYALTIES

KNOW ALL MEN BY THESE PRESENTS: That Clayton W. Williams, Jr., whose mailing address is 200 Gulf Building, Midland, Texas 79701 (Williams) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby sell, convey, transfer, assign and set over unto each of Thomas S. Gaylord (Gaylord) and Gary A. Keller (Keller) whose mailing addresses are 1451 Larimer Street, Suite 200, Denver, Colorado 80202, as an overriding royalty, free and clear of all cost and expense of development and operation, 1% of 8/8ths of all oil, gas, casinghead gas and associated substances produced, saved, and sold from the lands covered by the oil and gas leases described on the attached Exhibit "A" and all extensions, renewals and leases in lieu thereof.

To have and to hold the interest herein transferred and assigned unto Gaylord and Keller, respectively and their heirs, personal representatives, successors and assigns, forever, subject only to the following terms and provisions; that

1. This assignment of overriding royalty is made without warranty of title, either expressed or implied except as to parties claiming by through or under Williams; and
2. The overriding royalty interest assigned herein shall be proportionately reduced as to production from any tract as to which the oil and gas leases described in Exhibit "A" cover less than 100% of the oil and gas minerals; and
3. The overriding royalty interest assigned herein shall be subject to a proportionate part of the taxes on or measured by production attributable to any of the Exhibit "A" lands defined hereunder and shall otherwise be in conformance with that certain Employment Contract dated September 19, 1977, by and between Williams and Gaylord and Keller.

Recorded P-1 19 79 at 9:50 o'clock A.M
in Book 99 of Photo Page 247 to 270
No. 201202 1-2.50 pd

County Clerk

RECORDED

176164

RECORDED Mar 30 19 79 8 o'cl M
IN BOOK Misc PAGE 15
FEE $ 2 COUNTY CLERK
SWEETWATER COUNTY, RINGDALE, WYOMING

015

In witness whereof Williams has executed and delivered this assignment of overriding royalty interest unto Gaylord and Keller effective coincidently with the date of acquisition of Exhibit "A" leasese as set forth herein.

Clayton W. Williams, Jr.

SINGLE ACKNOWLEDGMENT

THE S[redacted]E OF TEXAS, }
COUNTY OF Midland }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clayton W. Williams, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of May A. D. 1979

(L. S.)

Sandra Jones
Notary Public in and for Midland County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }

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

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

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }

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

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

(L. S.)

Notary Public in and for County, Texas

87

No.....

Release of Oil and Gas Lease

FROM

TO

017

EXHIBIT "A" ATTACHED TO ASSIGNMENT

OF OVERRIDING ROYALTY FROM CLAYTON W. WILLIAMS, JR.

PEI SERIAL NO.	EFF. DATE	DESCRIPTION
W-50216	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 19: All Section 20: All Section 29: All Section 30: All Containing 2542.00 acres, more or less Teton County, Wyoming
W-50217	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 12: All Section 13: All Section 14: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50218	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 18: All Containing 631.00 acres, more or less Teton County, Wyoming
W-50221	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 27: All Containing 640.00 acres, more or less Teton County, Wyoming
W-50222	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 21: All Section 24: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-50223	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 16: All Section 17: All Containing 1250.00 acres, more or less Teton County, Wyoming
W-50224	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 10: All Section 11: All Section 12: All Section 13: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50225	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 1: All Section 2: All Section 3: All Township 44 North, Range 114 West, 6th P.M. Section 30: Lot 4, SE/4SW/4, SE/4 Section 31: Lots 1, 2, E/2NW/4, NE/4 Containing 2442.85 acres, more or less Teton County, Wyoming
W-50226	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 20: E/2 Section 21: All Section 28: All Section 29: All Section 32: N/2N/2 Section 33: N/2N/2 Containing 2560.00 acres, more or less Teton County, Wyoming

[redacted] [redacted] [redacted]

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50227	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 15: S/2 Section 16: S/2 Section 22: All Section 27: All Section 34: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50228	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 25: All Section 26: All Section 35: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50229	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 13: S/2 Section 14: S/2 Section 23: All Section 24: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50236	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 5: All Section 6: All Section 7: All Section 8: All Containing 2643.00 acres, more or less Teton County, Wyoming
W-50245	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 25: All (Unsurveyed) Section 26: All (Unsurveyed) Section 36: All (Unsurveyed) Containing 1920.00 acres, more or less Teton County, Wyoming
W-50246	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 4: NE/4, N/2NW/4 Section 5: NE/4NE/4 Section 6: W/2, S/4SE/4 Section 8: W/2, SE/4 Section 9: SW/4, S/2SE/4 Section 10: NE/4 Section 15: S/2 Section 16: All Containing 2520.00 acres, more or less Teton County, Wyoming
W-50247	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, SW/4NE/4, S/2NW/4, SW/4, SW/4SE/4 Section 2: All Section 3: N/2, S/2SW/4, SE/4 Containing 1689.61 acres, more or less Teton County, Wyoming
W-50248	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 33: All Section 34: W/2W/2, NE/4, NE/4NW/4, SE/4SW/4, E/2SE/4 Section 35: All Section 36: All Containing 2400.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50249	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 25: All Section 26: All Section 27: All Section 28: N/2, W/2SW/4, E/2SE/4 Containing 2400.00 acres, more or less Teton County, Wyoming
W-50250	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 29: All Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 1279.40 acres, more or less Teton County, Wyoming
W-50251	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 20: All Section 21: All Section 22: All Section 23: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50252	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 15: All Section 16: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-50253	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 2558.27 acres, more or less Teton County, Wyoming
W-50254	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 8: All Section 9: All Section 17: All Containing 1920.00 acres, more or less
W-50255	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 31: All Section 32: All Section 33: All Containing 1912.00 acres, more or less Teton County, Wyoming
W-50281	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 7: All Section 17: All Section 18: All Section 19: All Containing 2455.00 acres, more or less Teton County, Wyoming
W-50282	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 5: All Section 6: All Township 44 North, Range 113 West, 6th P.M. Section 32: All (Unsurveyed) Containing 1883.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50283	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 1: All (Unsurveyed) Containing 644.00 acres, more or less Teton County, Wyoming
W-50284	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 34: All (Unsurveyed) Containing 640.00 acres, more or less Teton County, Wyoming
W-50285	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 27: All (Unsurveyed) Section 28: All (Unsurveyed) Section 33: All (Unsurveyed) Containing 1920.00 acres, more or less Teton County, Wyoming
W-50286	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 18: Lot 4, SE/4SW/4, S/2SE/4, (Surveyed) Section 17: S/2 (Surveyed) Section 19: All (Unsurveyed) Section 20: All (Unsurveyed) Section 21: All (Unsurveyed) Containing 2369.04 acres, more or less Teton County, Wyoming
W-50287	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 29: All (Unsurveyed) Section 30: W/2, SE/4, S/2NE/4 (Unsurveyed) Section 31: All (Unsurveyed) Township 44 North, Range 114 West, 6th P.M. Section 36: All Containing 2411.00 acres, more or less Teton County, Wyoming
W-50291	4/01/76	Township 40 North, Range 111 West, 6th P.M. Section 6: Lots 1,2,3,4,5, SE/4NW/4, S/2NE/4 Township 41 North, Range 111 West, 6th P.M. Section 30: Lots 2,3,4, NE/4NE/4, SE/4NW/4, E/2SW/4, SW/4SE/4 Section 31: Lots 1,2,3,4, E/2W/2, E/2 Section 19: Lot 3, E/2NW/4, E/2 Section 32: NE/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 33: N/2, NE/4SE/4 Containing 2428.81 acres, more or less Teton County, Wyoming
W-50292	4/01/76	Township 41 North, Range 111 West, 6th P.M. Section 7: Lots 1,2,3,4, E/2W/2, E/2 Section 18: Lots 1,2,3,4, E/2W/2, E/2 Section 20: All Section 29: N/2, SE/4, N/2SW/4, SE/4SW/4 Containing 2512.16 acres, more or less Teton County, Wyoming
W-50293	4/01/76	Township 41 North, Range 111 West, 6th P.M. Section 6: Lots 1,2,3, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Township 42 North, Range 111 West, 6th P.M. Section 35: All Containing 1120.67 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50294	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 30: Lots 1,2,3,4, E/2W/2, E/2 Section 31: Lots 1,2,3,4, E/2W/2, SE/4, W/2NE/4, S/2SE/4NE/4, N/2NE/4NE/4, SW/4NE/4NE/4 Section 32: S/2, E/2NE/4, SW/4NE/4, SE/4NW/4, S/2NW/4NE/4, S/2SW/4NW/4, NE/4SW/4N Containing 1746.88 acres, more or less Teton County, Wyoming
W-50295	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 17: All Section 27: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-50296	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 7: Lots 1,2,3,4, E/2W/2, E/2 Section 8: All Section 23: All Containing 1901.92 acres, more or less Teton County, Wyoming
W-50297	4/01/76	Township 40 North, Range 111 West, 6th P.M. Section 4: Lot 4, SW/4NW/4, SE/4NE/4, S/2 Section 5: Lots 1,2,3,4, S/2N/2, S/2 Section 6: E/2SW/4, SE/4 Section 7: Lots 1,2, E/2NW/4, E/2, NE/4SW/4 Section 10: W/2 Section 15: NW/4 Section 18: NE/4 Containing 2470.65 acres, more or less Teton County, Wyoming
W-50298	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 5: Lots 1,2,3,4, S/2N/2, S/2 Section 6: Lots 1,2,3,4,5,6,7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Township 43 North, Range 111 West, 6th P.M. Section 31: All Section 32: All Containing 2521.32 acres, more or less Teton County, Wyoming
W-50299	4/01/76	Township 43 North, Range 111 West, 6th P.M. Section 3: All Section 10: All Section 15: All Section 30: All Containing 2541.00 acres, more or less Teton County, Wyoming
W-50300	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 22: All Section 25: All Section 26: All Section 36: All Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50301	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 11: N/2, N/2S/2, SW/4SE/4, SW/4SW/4 Section 12: N/2, SE/4, N/2SW/4, SE/4SW/4 Section 13: E/2, E/2NW/4, NE/4SW/4 Section 14: NW/4NW/4 Section 23: W/2, SE/4, W/2NE/4, SE/4NE/4 Section 24: W/2SW/4, SE/4SW/4, NW/4NE/4, E/2SE Containing 2480.00 acres, more or less Teton County, Wyoming
W-50309	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 14: All Section 23: All Section 24: All Section 25: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50310	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 15: All (Unsurveyed) Containing 640.00 acres, more or less Teton County, Wyoming
W-50311	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 1: All (Unsurveyed) Section 2: All (Unsurveyed) Containing 1280.00 acres, more or less Teton County, Wyoming
W-50312	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 3: E/2 (Unsurveyed) Section 3: W/2 (Surveyed) Section 4: All (Unsurveyed) Section 9: N/2 (Unsurveyed) Section 9: N/2S/2, SE/4SE/4, E/2SW/4SE/4, W/2SW/4SW/4 (Surveyed) Section 10: W/2 (Surveyed) Section 10: E/2 (Unsurveyed) Containing 2480.00 acres, more or less Teton County, Wyoming
W-50313	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 33: All Section 34: All Section 35: All Section 36: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50314	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 25: All Section 26: All Section 27: All Section 28: All Less 159.96 acres in HES 203 Containing 2400.00 acres, more or less Teton County, Wyoming
W-50315	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 21: All Section 22: All Section 23: All Section 24: All Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50316	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 13: All Section 14: All Section 15: All Section 16: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50317	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 9: All Section 10: All Section 11: All Section 12: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50318	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 2: All Section 3: All Section 4: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50319	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 20: All Section 29: All Section 30: All Section 32: All Containing 2527.00 acres, more or less Teton County, Wyoming
W-50325	4/01/76	Township 44 North, Range 111 West, 6th P.M. Section 32: NE/4, SW/4 Township 43 North, Range 111 West, 6th P.M. Section 4: All Containing 960.00 acres, more or less Teton County, Wyoming
W-50606	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 32: All Containing 640.00 acres, more or less Teton County, Wyoming
W-54909	7/01/76	Township 41 North, Range 110 West, 6th P.M. Section 18: Lots 1,2,3,4, E/2W/2, E/2 Containing 633.31 acres, more or less Teton County, Wyoming
W-54994	7/01/76	Township 44 North, Range 112 West, 6th P.M. Section 2: All Containing 675.00 acres, more or less Teton County, Wyoming
W-54281	9/01/76	Township 43 North, Range 113 West, 6th P.M. Section 8: All Containing 640.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
SKINNER		
W-25743	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2 Section 5: Lots 1, 2, 3, 4, S/2N/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, E/2SW/4, SE/4NW/4 Section 7: Lots 1, 2, 3, 4, E/2W/2 Section 18: Lots 1, 2, 3, 4, E/2W/2 Section 19: Lots 1, 2, 3, 4, E/2W/2 Containing 1993.56 acres, more or less Sublette County, Wyoming
W-25744	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 21: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25746	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 3: SW/4 Section 16: N/2, SE/4 Containing 640.00 acres, more or less Sublette County, Wyoming
W-25747	11/01/70	Township 41 North, Range 110 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SW/4 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, S/2NE/4, SE/4 Containing 1,279.49 acres, more or less Teton County, Wyoming
W-25748	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 33: All Section 34: All Containing 1,280.00 acres, more or less Sublette County, Wyoming
W-25750	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 22: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25751	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25752	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 15: All Containing 640.00 acres, more or less Sublette County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-25762	11/01/70	Township 41 North, Range 110 West, 6th P.M. Section 25: All Section 26: All Section 35: All Section 36: All Containing 2560.00 acres, more or less Fremont County, Wyoming
W-25764	11/01/70	Township 40 North, Range 110 West, 6th P.M. Section 11: All Section 12: All Section 13: All Section 14: All Containing 2560.00 acres, more or less Sublette County, Wyoming
W-25765	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 4: S/2 Section 5: S/2 Section 6: SE/4 Section 7: E/2 Section 8: All Section 17: NW/4 Section 18: E/2 Section 19: E/2 Containing 2560.00 acres, more or less Sublette County, Wyoming
W-25766	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 16: SW/4 Section 17: NE/4, S/2 Containing 640.00 acres, more or less Sublette County, Wyoming
W-25767	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 20: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25769	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25771	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 35: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25772	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 24: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25773	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25775	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 31: Lots 1,2,3,4, E/2, E/2W/2 Containing 626.44 acres, more or less Teton County, Wyoming

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SERIAL NO.	EFF. DATE	DESCRIPTION
W-25777	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 30: Lots 1,2,3,4, E/2, E/2W/2 Containing 625.36 acres, more or less Teton County, Wyoming
W-25778	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 19: Lots 1,2,3,4, E/2, E/2W/2 Containing 624.72 acres, more or less Teton County, Wyoming
W-25854	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 2: Lots 1,2,3,4, S/2N/2, S/2 Section 3: Lots 1,2,3,4, S/2N/2, S/2 Containing 1279.36 acres, more or less Teton County, Wyoming
W-25855	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 12: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25856	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 14: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25858	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 25: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25859	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 27: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25861	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 34: All Section 35: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-25897	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 17: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25899	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 8: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25900	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 7: All Containing 620.00 acres, more or less Teton County, Wyoming
W-25901	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 6: All Containing 620.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-26276	1/01/71	Township 43 North, Range 112 West, 6th P.M. Section 1: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26277	1/01/71	Township 43 North, Range 111 West, 6th P.M. Section 5: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26278	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 14: All Section 23: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-26281	1/01/71	Township 44 North, Range 112 West, 6th P.M. Section 25: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26282	1/01/71	Township 44 North, Range 112 West, 6th P.M. Section 36: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26283	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Teton County, Wyoming
W 26284	12/01/70	Township 44 North, Range 111 West, 6th P.M. Section 19: All Section 30: All Section 31: All Containing 1857.00 acres, more or less Teton County, Wyoming
W-26285	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 10: All Section 11: All Section 12: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-26619	1/01/71	Township 40 North, Range 109 West, 6th P.M. Section 30: E/2 Section 31: E/2 Containing 640.00 acres, more or less Sublette County, Wyoming
W-26620	1/01/71	Township 40 North, Range 109 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-27002	2/01/71	Township 41 North, Range 109 West, 6th P.M. Section 31: All Containing 640.40 acres, more or less Fremont County, Wyoming

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SERIAL NO.	EFF. DATE	DESCRIPTION
W 27557	4/01/71	Township 42 North, Range 110 West, 6th P.M. Section 6: Lots 1,2,3,4,5,6,7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 7: Lots 1,2,3,4, E/2, E/2W/2 Section 18: Lots 1,2,3,4, E/2, E/2W/2 Containing 1864.15 acres, more or less Teton County, Wyoming
W-27902	5/01/71	Township 41 North, Range 110 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Fremont County, Wyoming
W-28494	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28495	7/01/71	Township 44 North, Range 112 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28496	7/01/71	Township 44 North, Range 112 West, 6th P.M. Section 15: All Containing 640.00 acres, more or less Teton County, Wyoming
W-23529	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 20: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28544	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 7: All Section 18: All Township 44 North, Range 112 West, 6th P.M. Section 1: All Section 4: All Containing 2588.00 acres, more or less Teton County, Wyoming
W-29949	9/01/72	Township 44 North, Range 111 West, 6th P.M. Section 33: All Containing 640.00 acres, more or less Teton County, Wyoming
W-29950	9/01/72	Township 42 North, Range 111 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Teton County, Wyoming
W-30129	12/01/73	Township 39 North, Range 109 West, 6th P.M. Section 1: Lots 1,2,3,4, S/2N/2, S/2 Containing 639.70 acres, more or less Sublette County, Wyoming
W-30547	9/01/72	Township 40 North, Range 109 West, 6th P.M. Section 11: All Containing 640.00 acres, more or less Sublette County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-30599	12/01/73	Township 39 North, Range 109 West, 6th P.M. Section 6: Lots 1,2, S/2NE/4, SE/4 Section 7: E/2 Containing 639.49 acres, more or less Sublette County, Wyoming
W-30600	9/01/72	Township 43 North, Range 111 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Teton County, Wyoming
W-37349	5/01/73	Township 40 North, Range 109 West, 6th P.M. Section 2: Lot 4, SW/4NW/4, W/2SW/4 Section 3: Lots 1,2,3,4, S/2N/2, SE/4 Containing 638.92 acres, more or less Sublette County, Wyoming
W-37845	5/01/73	Township 41 North, Range 110 West, 6th P.M. Section 22: All Containing 640.00 acres, more or less Fremont County, Wyoming
W-45896	9/01/76	Township 41 North, Range 109 West, 6th P.M. Section 28: W/2 Section 29: All Section 33: All Containing 1600.00 acres, more or less Fremont County, Wyoming
W-4 397	9/01/76	Township 40 North, Range 109 West, 6th P.M. Section 2: Lots 1,2,3, S/2NE/4, SE/4NW/4, E/2SW/ SE/4 Section 30: Lots 1,2,3,4, E/2W/2 Section 31: Lots 1,2,3,4, E/2W/2 Containing 1085.21 acres, more or less Sublette County, Wyoming

HARRIS:

W-45234	6/01/74	Township 39 North, Range 110 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 4: Lots 1, 2, 3, 4, S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4 Section 16: N/2N/2, SE/4NE/4, SW/4NW/4, NW/4SW/4 S/2S/2, NE/4SE/4 Containing 1,600.80 acres, more or less Teton County, Wyoming
W-45237	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 10: All Section 15: All Containing 2559.26 acres, more or less Teton County, Wyoming
W-45238	6/01/75	Township 40 North, Range 110 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 7: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 8: All Containing 2524.19 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-45241	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 23: All Section 24: All Section 25: E/2 Section 36: E/2 Containing 1,920.00 acres, more or less Teton County, Wyoming
W-45242	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 27: All Section 28: All Section 33: All Section 34: All Containing 2,560.00 acres, more or less Teton County, Wyoming
W-46982	10/01/74	Township 39 North, Range 110 West, 6th P.M. Section 22: W/2 Section 23: N/2, E/2SW/4, SE/4 Containing 880.00 acres, more or less Sublette County, Wyoming
BURTON/HAWKS		
W-40529	10/01/73	Township 41 North, Range 111 West, 6th P.M. Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 10: All Section 11: All Containing 2561.18 acres, more or less Teton County, Wyoming
W-40530	10/01/73	Township 41 North, Range 111 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: All Section 9: N/2, SW/4 Containing 2,402.08 acres, more or less Teton County, Wyoming
W-40531	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 12: All Section 13: All Section 14: All Section 15: N/2, N/2S/2, SE/4SW/4, SW/4SE/4 Containing 2,480.00 acres, more or less Teton County, Wyoming
W-40532	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 16: All Section 21: All Section 22: E/2 Section 27: All Containing 2,240.00 acres, more or less Teton County, Wyoming
W-40533	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 23: N/2, E/2SW/4, SE/4 Section 24: All Section 25: All Section 26: E/2, E/2NW/4, W/2SW/4 Containing 2,320.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-45243	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 29: NE/4, NE/4NW/4, N/2SE/4, SE/4SE/4 Section 31: Lots 2, 3, 4, E/2SW/4, SW/4SE/4 Containing 550.49 acres, more or less Teton County, Wyoming
W-52367	11/01/75	Township 40 North, Range 111 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 11: All Section 12: All Containing 2,560.56 acres, more or less Teton County, Wyoming
W-52368	11/01/75	Township 40 North, Range 111 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Township 41 North, Range 111 West, 6th P.M. Section 34: All Section 35: All Section 36: All Containing 2,560.16 acres, more or less Teton County, Wyoming
W-54463	5/01/76	Township 41 North, Range 110 West, 6th P.M. Section 31: All Containing 638.96 acres, more or less Teton County, Wyoming
MARMIK		
W-35966	9/01/73	Township 41 North, Range 111 West, 6th P.M. Section 15: SW/4SW/4, SE/4SE/4 Section 22: W/2 Section 23: W/2SW/4 Section 26: W/2NW/4, E/2SW/4 Containing 640.00 acres, more or less Teton County, Wyoming
W-35967	9/01/73	Township 42 North, Range 111 West, 6th P.M. Section 20: E/2 Section 21: W/2 Section 28: W/2, W/2NE/4 Containing 1,000 acres, more or less Teton County, Wyoming
PHILLIPS		
W-45249	6/01/74	Township 43 North, Range 111 West, 6th P.M. Section 16: All Section 20: All Section 21: All Section 33: All Containing 2,560.00 acres, more or less Teton County, Wyoming
W-56000	9/01/76	Township 42 North, Range 111 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 (All) Section 9: All Containing 1,280.16 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
WILLIAMS		
W-52371	11/01/75	Township 44 North, Range 111 West, 6th P.M. Section 32: NW/4, SE/4 Containing 320.00 acres, more or less Teton County, Wyoming
W-56011	9/01/76	Township 44 North, Range 112 West, 6th P.M. Section 3: All Containing 667.00 acres, more or less Teton County, Wyoming
W-36425	4/01/75	Township 41 North, Range 111 West, 6th P.M. Section 9: SE/4 Containing 160.00 acres, more or less Teton County, Wyoming
W-55999	9/01/76	Township 40 North, Range 111 West, 6th P.M. Section 13: N/2 Section 14: W/2, NE/4 Section 25: W/2, W/2SE/4 Containing 1,200.00 acres, more or less Teton County, Wyoming
W-54463	5/01/76	Township 41 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 30: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 32: All Containing 1,912.36 acres, more or less Teton County, Wyoming
W-45245	8/01/74	Township 41 North, Range 110 West, 6th P.M. Section 28: All Containing 640.00 acres, more or less Teton County, Wyoming
W-45248	6/01/75	Township 43 North, Range 111 West, 6th P.M. Section 9: NE/4, SW/4 Containing 320.00 acres, more or less Teton County, Wyoming
W-45239-A	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25898-A	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 9: NW/4, SE/4 Containing 320.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-67180	4/01/79	Township 44 North, Range 112 West, 6th P.M. Section 9: All Section 22: All Section 35: All Township 44 North, Range 113 West, 6th P.M. Section 25: N/2SW/4, SE/4SW/4, S/2SE/4 Containing 2,120.00 acres, more or less Teton County, Wyoming
W-56021	9/01/76	Township 44 North, Range 113 West, 6th P.M. Section 16: All (Less 159.67 acres in HES 207) Section 22: All Containing 1,120.00 acres, more or less Teton County, Wyoming
BLACK BUTTE		
W-52354	7/01/78	Township 37 North, Range 109 West, 6th P.M. Section 16: SW/4NW/4, W/2SW/4 Section 17: S/2N/2 Section 18: E/2SW/4 Section 19: Lots 1, 2, 3, 4 Section 21: NW/4NW/4 Section 27: SE/4 Containing 664.77 acres, more or less Sublette County, Wyoming
W-37668	1/01/73	Township 37 North, Range 110 West, 6th P.M. Section 14: SW/4NE/4, W/2NW/4, SE/4NW/4 Section 15: N/2, SW/4 Containing 640.00 acres, more or less Sublette County, Wyoming
MOORE		
W-20594	12/01/69	Township 39 North, Range 110 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2SE/4, SE/4SW/4, N/2S/2 Section 6: Lot 1, SE/4NE/4 Section 8: E/2NE/4, NW/4NE/4 Containing 798.66 acres, more or less Sublette County, Wyoming
W-20593	10/01/69	Township 39 North, Range 110 West, 6th P.M. Section 4: SW/4NW/4, W/2SW/4, SE/4SW/4 Containing 160.00 acres, more or less Sublette County, Wyoming
W-20646	10/01/69	Township 40 North, Range 110 West, 6th P.M. Section 29: SW/4, SW/4SE/4, SE/4NW/4, W/2NW/4 Section 30: N/2, SW/4, W/2SE/4 Section 31: Lot 1, E/2NW/4, NE/4, N/2SE/4, SE/4SE/4 Section 32: All Containing 1901.54 acres, more or less Teton County, Wyoming
W-20612	10/01/69	Township 40 North, Range 111 West, 6th P.M. Section 13: S/2 Section 14: SE/4 Section 24: All Section 25: NE/4, E/2SE/4 Containing 1360.00 acres, more or less Teton County, Wyoming

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SERIAL NO.	EFF. DATE	DESCRIPTION
W-20611	10/01/69	Township 40 North, Range 110 West, 6th P.M. Section 18: Lot 4 Section 19: Lots 1, 2, 3, 4, E/2W/2, W/2SE/4, SE/4SE/4 Containing 459.15 acres, more or less Teton County, Wyoming

EXHIBIT "A" TO ACCOMPANY THAT ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

FROM CLAYTON W. WILLIAMS, JR.

LEASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
DV00090	2/10/78	2/09/88	Lena Link Spaeth, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: E/2NE/4, NE/4SE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 71
DV00083	3/06/78	3/05/88	First National Bank & Trust Company of Wyoming (formerly Stock Growers National Bank)	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 57
DV00084	2/17/78	2/16/88	Perry H. Hansen & Willa M. Hansen, his wife	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 59
DV00085	2/10/78	2/09/88	Myrtle C. Hernage, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 61
DV00086	2/11/78	2/10/88	Kathryn Mulcahey, a married woman dealing in her sole & separate property	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 63

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LEASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
[redacted]0087	3/14/78	3/13/88	Peter P. Novotny & Margaret C. Novotny, his wife	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 65
[redacted]V00088	4/06/78	4/05/88	Mary Joanne Smiley, a single woman	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4 NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 67
[redacted]V00089	3/20/78	3/19/88	Kenneth E. Smiley, Jr. & Marilyn A. Smiley, h&w	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Bk 69
[redacted]V00091	3/06/78	3/05/88	First National Bank & Trust Company of Wyoming (formerly Stock Growers National Bank)	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 34: SW/4NE/4, SE/4NW/4, NE/4SW/4, NW/4SE/4	160.00	Bk 73 Pg 73
[redacted]V00130	4/06/78	4/05/88	Susan S. Dixon & Lloyd A. Dixon, her husband	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 473

037

LEASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
DV00132	7/19/78	7/18/88	Douglas F. Smiley & Janet Sebrell Smiley, h&w	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 77 Pg 125
DV00133	6/24/78	6/23/88	Jeanette B. Fowler, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 78 Pg 308

038

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Clayton W. Williams, Jr., whose mailing address is 200 Gulf Building, Midland, Texas 79701 (Williams) 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 sell, convey, transfer, assign and set over unto R. G. Albertus, whose mailing address is 1218 West Hinsdale Drive, Littleton, Colorado 80120 (Assignee) an overriding royalty, free and clear of all cost and expense of development and operation, of ½ of 1% of 8/8ths of all oil and gas, casinghead gas and associated substances produced, saved, and sold from the lands covered by the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof.

To have and to hold the interest herein transferred and assigned to Assignee, his heirs, personal representatives, successors and assigns, forever, subject only to the following terms and provisions; that

1) This assignment of overriding royalty is made without warranty of title, either expressed or implied.

2) The overriding royalty interest assigned herein shall be proportionately reduced so as to accord with the interest of Assignor in the Exhibit "A" lands as of the effective date of this assignment.

3) The overriding royalty interest assigned herein shall be subject to a proportionate part of the taxes on or measured by production attributed to any of the Exhibit "A" lands defined hereunder and shall otherwise be in conformance with that certain letter agreement dated May 1, 1979 by and between the parties hereto.

In witness whereof Williams has executed and delivered this assignment of overriding royalty interest unto Assignee effective coincidently with the date of assignment of said Exhibit "A" leases into Williams.

Clayton W. Williams

Clayton W. Williams, Jr.

176165

RECORDED Aug 16 1979 8:00 A.M.
IN BOOK 1 X L PAGE 39
FEES $ Clifford Cole COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

State of Texas)
)ss.
County of Midland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of July, 1979, personally appeared Clayton W. Williams, Jr., General Partner of the Williams Company, and to 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 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.

Sandra Jones
Notary Public

My commission expires:
11-30-80

Recorded 8-6 1979 at 10:00 o'clock A
in Book 89 of Photo Page 293 & 294
No. 201301 $8.50 PD

County Clerk

RECORDED
COMPARED
INDEXED

039

EXHIBIT "A" ATTACHED TO ASSIGNMENT

OF OVERRIDING ROYALTY FROM CLAYTON W. WILLIAMS, JR.

SERIAL NO.	EFF. DATE	DESCRIPTION
W-20594	12/01/69	Township 39 North, Range 110 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2SE/4, SE/4SW/4, N/2S/2 Section 6: Lot 1, SE/4NE/4 Section 8: E/2NE/4, NW/4NE/4 Containing 798.66 acres, more or less Sublette County, Wyoming
W-30593	10/01/69	Township 39 North, Range 110 West, 6th P.M. Section 4: SW/4NW/4, W/2SW/4, SE/4SW/4 Containing 160.00 acres, more or less Sublette County, Wyoming
W-20646	10/01/69	Township 40 North, Range 110 West, 6th P.M. Section 29: SW/4, SW/4SE/4, SE/4NW/4, W/2NW/4 Section 30: N/2, SW/4, W/2SE/4 Section 31: Lot 1, E/2NW/4, NE/4, N/2SE/4, SE/4SE/4 Section 32: All Containing 1901.54 acres, more or less Teton County, Wyoming
W 20612	10/01/69	Township 40 North, Range 111 West, 6th P.M. Section 13: S/2 Section 14: SE/4 Section 24: All Section 25: NE/4, E/2SE/4 Containing 1360.00 acres, more or less Teton County, Wyoming
W-20611	10/01/69	Township 40 North, Range 110 West, 6th P.M. Section 18: Lot 4 Section 19: Lots 1, 2, 3, 4, E/2W/2, W/2SE/4, SE/4SE/4 Containing 459.15 acres, more or less Teton County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Clayton W. Williams, Jr., whose mailing address is 200 Gulf Building, Midland, Texas 79701 (Williams) 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 sell, convey, transfer, assign and set over unto R. G. Albertus, whose mailing address is 1218 West Hinsdale Drive, Littleton, Colorado 80120 (Assignee) an overriding royalty, free and clear of all cost and expense of development and operation, of ¼ of 1% of 8/8ths of all oil and gas, casinghead gas and associated substances produced, saved, and sold from the lands covered by the oil and gas leases described on the attached Exhibit "A" and all extensions, renewals and leases in lieu thereof.

To have and to hold the interest herein transferred and assigned to Assignee, his heirs, personal representatives, successors and assigns, forever, subject only to the following terms and provisions; that

1) This assignment of overriding royalty is made without warranty of title, either expressed or implied except as to parties claiming by, through or under Williams; and

2) The overriding royalty interest assigned herein shall be subject to a proportionate part of the taxes on or measured by production attributable to any of the Exhibit "A" lands defined hereunder and shall otherwise be in conformance with that certain employment contract dated May 1, 1979 by and between the parties hereto.

In witness whereof Williams has executed and delivered this assignment of overriding royalty interest unto Assignee effective coincidently with the date of assignment of said Exhibit "A" leases into Williams.

Clayton W. Williams, Jr.

176166

RECORDED ... M
BOOK ... PAGE 41
FEES $ ... COUNTY CLERK
SWEETWATER COUNTY, WYOMING

State of Texas)
)ss.
County of Midland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of July, 1979, personally appeared Clayton W. Williams, Jr., General Partner of the Williams Company, and to 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 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:
11-30-80

Notary Public

Recorded 8-6 1979 at 9:55 o'clock A M
in Book 89 of Photo Page 271 to 292
No. 201300 130.50

County Clerk

RECORDED	
COMPARED	
INDEXED	
ABSTRACTED	

EXHIBIT "A" ATTACHED TO ASSIGNMENT

OF OVERRIDING ROYALTY FROM CLAYTON W. WILLIAMS, JR.

PEI SERIAL NO.	EFF. DATE	DESCRIPTION
W-50215	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 21: All Section 28: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-50216	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 19: All Section 20: All Section 29: All Section 30: All Containing 2542.00 acres, more or less Teton County, Wyoming
W-50217	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 12: All Section 13: All Section 14: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50218	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 15: E/2, SW/4, E/2NW/4 Section 16: W/2, SE/4, W/2NE/4 Section 17: All Section 18: All Containing 2391.00 acres, more or less Teton County, Wyoming
W-50219	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 6: All Section 7: All Section 8: W/2, SE/4, NE/4NE/4 Containing 1780.00 acres, more or less Teton County, Wyoming
W-50221	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 27: All Containing 640.00 acres, more or less Teton County, Wyoming
W-50222	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 21: All Section 24: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-50223	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 16: All Section 17: All Containing 1250.00 acres, more or less Teton County, Wyoming
W-50224	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 10: All Section 11: All Section 12: All Section 13: All Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50225	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 1: All Section 2: All Section 3: All Township 44 North, Range 114 West, 6th P.M. Section 30: Lot 4, SE/4SW/4, SE/4 Section 31: Lots 1, 2, E/2NW/4, NE/4 Containing 2442.85 acres, more or less Teton County, Wyoming
W-50226	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 20: E/2 Section 21: All Section 28: All Section 29: All Section 32: N/2N/2 Section 33: N/2N/2 Containing 2560.00 acres, more or less Teton County, Wyoming
W-50227	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 15: S/2 Section 16: S/2 Section 22: All Section 27: All Section 34: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50228	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 25: All Section 26: All Section 35: All Containing 1920.00 acres, more or less Teton County, Wyoming
-50229	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 13: S/2 Section 14: S/2 Section 23: All Section 24: All Containing 1920.00 acres, more or less Teton County, Wyoming
-50236	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 5: All Section 6: All Section 7: All Section 8: All Containing 2643.00 acres, more or less Teton County, Wyoming
-5024	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 23: All (Unsurveyed) Section 25: All (Unsurveyed) Section 26: All (Unsurveyed) Section 36: All (Unsurveyed) Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50246	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 10: NE/4 Section 9: SW/4, S/2SE/4 Section 8: W/2, SE/4 Section 15: S/2 Section 16: All Section 6: W/2, S/2SE/4 Section 5: NE/4NE/4 Section 4: NE/4, N/2NW/4 Containing 2520.00 acres, more or less Teton County, Wyoming
W-50247	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, SW/4NE/4, S/2NW/4, SW/4, SW/4SE/4 Section 2: All Section 3: N/2, S/2SW/4, SE/4 Containing 1689.61 acres, more or less Teton County, Wyoming
W-50248	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 33: All Section 34: W/2W/2, NE/4, NE/4NW/4, SE/4SW/4, E/2SE/4 Section 35: All Section 36: All Containing 2400.00 acres, more or less Teton County, Wyoming
W-50249	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 25: All Section 26: All Section 27: All Section 28: N/2, W/2SW/4, E/2SE/4 Containing 2400.00 acres, more or less Teton County, Wyoming
-50250	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 19: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 29: All Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 31: Lots 1, 2, 3, 4 E/2W/2, E/2 Containing 2558.04 acres, more or less Teton County, Wyoming
-50251	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 20: All Section 21: All Section 22: All Section 23: All Containing 2560.00 acres, more or less Teton County, Wyoming
-50252	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 15: All Section 16: All Containing 1280.00 acres, more or less Teton County, Wyoming

ERIAL NO.	EFF. DATE	DESCRIPTION
-50253	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 2558.27 acres, more or less Teton County, Wyoming
-50254	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 8: All Section 9: All Section 17: All Section 18: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 2557.52 acres, more or less Teton County, Wyoming
50255	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 31: All Section 32: All Section 33: All Containing 1912.00 acres, more or less Teton County, Wyoming
50281	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 7: All Section 17: All Section 18: All Section 19: All Containing 2455.00 acres, more or less Teton County, Wyoming
50282	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 5: All Section 6: All Township 44 North, Range 113 West, 6th P.M Section 32: All (Unsurveyed) Containing 1883.00 acres, more or less Teton County, Wyoming
50283	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 1: All (Unsurveyed) Section 36: All (Unsurveyed) Containing 1284.00 acres, more or less Teton County, Wyoming
50284	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 34: All (Unsurveyed) Section 35: All (Unsurveyed) Containing 1280.00 acres, more or less Teton County, Wyoming
50285	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 27: All (Unsurveyed) Section 28: All (Unsurveyed) Section 33: All (Unsurveyed) Containing 1920.00 acres, more or less Teton County, Wyoming

Assignment of Overriding Royalty
Page 5

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50286	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 18: Lot 4, SE/4SW/4, S/2SE/4 (Surveyed) Section 17: S/2 (Surveyed) Section 19: All (Unsurveyed) Section 20: All (Unsurveyed) Section 21: All (Unsurveyed) Containing 2369.04 acres, more or less Teton County, Wyoming
W-50287	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 29: All (Unsurveyed) Section 30: W/2, SE/4, S/2NE/4 (Unsurveyed) Section 31: All (Unsurveyed) Township 44 North, Range 114 West, 6th P.M. Section 36: All Containing 2411.00 acres, more or less Teton County, Wyoming
W-50291	4/01/76	Township 40 North, Range 111 West, 6th P.M. Section 6: Lots 1, 2, 3, 4, 5, SE/4NW/4, S/2NE/4 Township 41 North, Range 111 West Section 30: Lots 2, 3, 4, NE/4NE/4, SE/4NW/4, E/2SW/4, SW/4SE/4 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 19: Lot 3, E/2NW/4, E/2 Section 32: NE/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 33: N/2, NE/4SE/4 Containing 2428.81 acres, more or less Teton County, Wyoming
W-50292	4/01/76	Township 41 North, Range 111 West, 6th P.M. Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 18: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 20: All Section 29: N/2, SE/4, N/2SW/4, SE/4SW/4 Containing 2512.16 acres, more or less Teton County, Wyoming
W-50293	4/01/79	Township 41 North, Range 111 West, 6th P.M. Section 6: Lots 1, 2, 3, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Township 42 North, Range 111 West, 6th P.M. Section 35: All Containing 1120.67 acres, more or less Teton County, Wyoming
W-50294	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, E/2W/2, SE/4, W/2NE/4, S/2SE/4NE/4, N/2NE/4NE/4, SW/4NE/4NE/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 32: S/2, E/2NE/4, SW/4NE/4, S/2NW/4NE/4, SE/4NW/4, S/2SW/4NW/4, NE/4SW/4NW/4 Containing 1746.88 acres, more or less Teton County, Wyoming
W-50295	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 17: All Section 27: All Containing 1280.00 acres, more or less Teton County, Wyoming

[redacted] [redacted] [redacted]

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50296	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 8: All Section 23: All Containing 1901.92 acres, more or less Teton County, Wyoming
W-50297	4/01/76	Township 40 North, Range 111 West, 6th P.M. Section 4: Lot 4, SW/4NW/4, SE/4NE/4, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: E/2SW/4, SE/4 Section 7: Lots 1, 2, E/2NW/4, E/2, NE/4SW/4 Section 10: W/2 Section 15: NW/4 Section 18: NE/4 Containing 2470.65 acres, more or less Teton County, Wyoming
W-50298	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Township 43 North, Range 111 West, 6th P.M. Section 31: All Section 32: All Containing 2521.32 acres, more or less Teton County, Wyoming
W-50299	4/01/76	Township 43 North, Range 111 West, 6th P.M. Section 3: All Section 10: All Section 15: All Section 30: All Containing 2541.00 acres, more or less Teton County, Wyoming
W-50300	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 22: All Section 25: All Section 26: All Section 36: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50309	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 14: All Section 23: All Section 24: All Section 25: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50310	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 13: All (Unsurveyed) Section 14: All (Unsurveyed) Section 15: All (Unsurveyed) Section 24: All (Unsurveyed) Containing 2560.00 acres, more or less Teton County, Wyoming
W-50311	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 1: All (Unsurveyed) Section 2: All (Unsurveyed) Section 11: All (Unsurveyed) Section 12: All (Unsurveyed) Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50312	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 3: E/2 (Unsurveyed) Section 3: W/2 (Surveyed) Section 4: All (Unsurveyed) Section 9: N/2 (Unsurveyed) Section 9: N/2S/2, SE/4SE/4, E/2SW/4SE/4, W/2SW/4SW/4 (Surveyed) Section 10: W/2 (Surveyed) Section 10: E/2 (Unsurveyed) Containing 2480.00 acres, more or less Teton County, Wyoming
W-50313	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 33: All Section 34: All Section 35: All Section 36: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50 14	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 25: All Section 26: All Section 27: All Section 28: All Less 159.96 acres, in HES 203 Containing 2400.00 acres, more or less Teton County, Wyoming
W-50315	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 21: All Section 22: All Section 23: All Section 24: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50316	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 13: All Section 14: All Section 15: All Section 16: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50317	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 9: All Section 10: All Section 11: All Section 12: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50318	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 1: All Section 2: All Section 3: All Section 4: All Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50319	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 20: All Section 29: All Section 30: All Section 32: All Containing 2527.00 acres, more or less Teton County, Wyoming
W-50325	4/01/76	Township 44 North, Range 111 West, 6th P.M. Section 32: NE/4, SW/4 Township 43 North, Range 111 West, 6th P.M. Section 4: All Containing 960.00 acres, more or less Teton County, Wyoming
W-50606	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 32: All Containing 640.00 acres, more or less Teton County, Wyoming
W-54909	7/01/76	Township 41 North, Range 110 West, 6th P.M. Section 18: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 633.31 acres, more or less Teton County, Wyoming
W-54994	7/01/76	Township 44 North, Range 112 West, 6th P.M. Section 2: All Containing 675.00 acres, more or less Teton County, Wyoming
W-54281	9/01/76	Township 43 North, Range 113 West, 6th P.M. Section 8: All Containing 640.00 acres, more or less Teton County, Wyoming
W-50301	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 11: N/2, N/2S/2, SW/4SE/4, SW/4SW/4 Section 12: N/2, SE/4, N/2SW/4, SE/4SW/4 Section 13: E/2, E/2NW/4, SE/4SW/4 Section 14: NW/4NW/4 Section 23: W/2, SE/4, W/2NE/4, SE/4NE/4 Section 24: W/2SW/4, SE/4SW/4, NW/4NE/4, E/2SE/4 Containing 2480.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
SKINNER		
W-25743	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2 Section 5: Lots 1, 2, 3, 4, S/2N/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, E/2SW/4, SE/4NW/4 Section 7: Lots 1, 2, 3, 4, E/2W/2 Section 18: Lots 1, 2, 3, 4, E/2W/2 Section 19: Lots 1, 2, 3, 4, E/2W/2 Containing 1993.56 acres, more or less Sublette County, Wyoming
W-25744	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 21: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25746	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 3: SW/4 Section 16: N/2, SE/4 Containing 640.00 acres, more or less Sublette County, Wyoming
W-25747	11/01/70	Township 41 North, Range 110 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SW/4 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, S/2NE/4, SE/4 Containing 1,279.49 acres, more or less Teton County, Wyoming
W-25748	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 33: All Section 34: All Containing 1,280.00 acres, more or less Sublette County, Wyoming
W-25750	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 22: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25751	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25752	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 15: All Containing 640.00 acres, more or less Sublette County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-25762	11/01/70	Township 41 North, Range 110 West, 6th P.M. Section 25: All Section 26: All Section 35: All Section 36: All Containing 2560.00 acres, more or less Fremont County, Wyoming
W-25764	11/01/70	Township 40 North, Range 110 West, 6th P.M. Section 11: All Section 12: All Section 13: All Section 14: All Containing 2560.00 acres, more or less Sublette County, Wyoming
W-25765	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 4: S/2 Section 5: S/2 Section 6: SE/4 Section 7: E/2 Section 8: All Section 17: NW/4 Section 18: E/2 Section 19: E/2 Containing 2560.00 acres, more or less Sublette County, Wyoming
W-25766	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 16: SW/4 Section 17: NE/4, S/2 Containing 640.00 acres, more or less Sublette County, Wyoming
W-25767	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 20: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25769	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25771	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 35: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25772	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 24: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25773	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25775	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 31: Lots 1,2,3,4, E/2, E/2W/2 Containing 626.44 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W- 5777	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 30: Lots 1,2,3,4, E/2, E/2W/2 Containing 625.36 acres, more or less Teton County, Wyoming
W-25778	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 19: Lots 1,2,3,4, E/2, E/2W/2 Containing 624.72 acres, more or less Teton County, Wyoming
W-25854	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 2: Lots 1,2,3,4, S/2N/2, S/2 Section 3: Lots 1,2,3,4, S/2N/2, S/2 Containing 1279.36 acres, more or less Teton County, Wyoming
W-25855	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 12: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25856	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 14: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25858	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 25: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25859	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 27: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25861	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 34: All Section 35: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-25897	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 17: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25899	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 8: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25900	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 7: All Containing 620.00 acres, more or less Teton County, Wyoming
W-25901	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 6: All Containing 620.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-26276	1/01/71	Township 43 North, Range 112 West, 6th P.M. Section 1: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26277	1/01/71	Township 43 North, Range 111 West, 6th P.M. Section 5: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26278	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 14: All Section 23: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-26281	1/01/71	Township 44 North, Range 112 West, 6th P.M. Section 25: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26282	1/01/71	Township 44 North, Range 112 West, 6th P.M. Section 36: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26283	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26284	12/01/70	Township 44 North, Range 111 West, 6th P.M. Section 19: All Section 30: All Section 31: All Containing 1857.00 acres, more or less Teton County, Wyoming
W-26285	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 10: All Section 11: All Section 12: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-26619	1/01/71	Township 40 North, Range 109 West, 6th P.M. Section 30: E/2 Section 31: E/2 Containing 640.00 acres, more or less Sublette County, Wyoming
W-26620	1/01/71	Township 40 North, Range 109 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-27002	2/01/71	Township 41 North, Range 109 West, 6th P.M. Section 31: All Containing 640.40 acres, more or less Fremont County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-27557	4/01/71	Township 42 North, Range 110 West, 6th P.M. Section 6: Lots 1,2,3,4,5,6,7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 7: Lots 1,2,3,4, E/2, E/2W/2 Section 18: Lots 1,2,3,4, E/2, E/2W/2 Containing 1864.15 acres, more or less Teton County, Wyoming
W-27902	5/01/71	Township 41 North, Range 110 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Fremont County, Wyoming
W-28494	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28495	7/01/71	Township 44 North, Range 112 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28496	7/01/71	Township 44 North, Range 112 West, 6th P.M. Section 15: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28529	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 20: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28544	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 7: All Section 18: All Township 44 North, Range 112 West, 6th P.M. Section 1: All Section 4: All Containing 2588.00 acres, more or less Teton County, Wyoming
W-29949	9/01/72	Township 44 North, Range 111 West, 6th P.M. Section 33: All Containing 640.00 acres, more or less Teton County, Wyoming
W-29950	9/01/72	Township 42 North, Range 111 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Teton County, Wyoming
W-30129	12/01/73	Township 39 North, Range 109 West, 6th P.M. Section 1: Lots 1,2,3,4, S/2N/2, S/2 Containing 639.70 acres, more or less Sublette County, Wyoming
W-30547	9/01/72	Township 40 North, Range 109 West, 6th P.M. Section 11: All Containing 640.00 acres, more or less Sublette County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-30599	12/01/73	Township 39 North, Range 109 West, 6th P.M. Section 6: Lots 1,2, S/2NE/4, SE/4 Section 7: E/2 Containing 639.49 acres, more or less Sublette County, Wyoming
W-30600	9/01/72	Township 43 North, Range 111 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Teton County, Wyoming
W-37349	5/01/73	Township 40 North, Range 109 West, 6th P.M. Section 2: Lot 4, SW/4NW/4, W/2SW/4 Section 3: Lots 1,2,3,4, S/2N/2, SE/4 Containing 638.92 acres, more or less Sublette County, Wyoming
W-37845	5/01/73	Township 41 North, Range 110 West, 6th P.M. Section 22: All Containing 640.00 acres, more or less Fremont County, Wyoming
W-45896	9/01/76	Township 41 North, Range 109 West, 6th P.M. Section 28: W/2 Section 29: All Section 33: All Containing 1600.00 acres, more or less Fremont County, Wyoming
W-45897	9/01/76	Township 40 North, Range 109 West, 6th P.M. Section 2: Lots 1,2,3, S/2NE/4, SE/4NW/4, E/2SE/4 Section 30: Lots 1,2,3,4, E/2W/2 Section 31: Lots 1,2,3,4, E/2W/2 Containing 1085.21 acres, more or less Sublette County, Wyoming
HARRIS:		
W-45234	6/01/74	Township 39 North, Range 110 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 4: Lots 1, 2, 3, 4, S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4 Section 16: N/2N/2, SE/4NE/4, SW/4NW/4, NW/4SW/4, S/2S/2, NE/4SE/4 Containing 1,600.80 acres, more or less Teton County, Wyoming
W-45237	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 10: All Section 15: All Containing 2559.26 acres, more or less Teton County, Wyoming
W-45238	6/01/75	Township 40 North, Range 110 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 7: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 8: All Containing 2524.19 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-45241	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 23: All Section 24: All Section 25: E/2 Section 36: E/2 Containing 1,920.00 acres, more or less Teton County, Wyoming
W-45242	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 27: All Section 28: All Section 33: All Section 34: All Containing 2,560.00 acres, more or less Teton County, Wyoming
W-46982	10/01/74	Township 39 North, Range 110 West, 6th P.M. Section 22: W/2 Section 23: N/2, E/2SW/4, SE/4 Containing 880.00 acres, more or less Sublette County, Wyoming
BURTON/HAWKS		
W-40529	10/01/73	Township 41 North, Range 111 West, 6th P.M. Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 10: All Section 11: All Containing 2561.18 acres, more or less Teton County, Wyoming
W-40530	10/01/73	Township 41 North, Range 111 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: All Section 9: N/2, SW/4 Containing 2,402.08 acres, more or less Teton County, Wyoming
W-40531	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 12: All Section 13: All Section 14: All Section 15: N/2, N/2S/2, SE/4SW/4, SW/4SE/4 Containing 2,480.00 acres, more or less Teton County, Wyoming
W-40532	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 16: All Section 21: All Section 22: E/2 Section 27: All Containing 2,240.00 acres, more or less Teton County, Wyoming
W-40533	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 23: N/2, E/2SW/4, SE/4 Section 24: All Section 25: All Section 26: E/2, E/2NW/4, W/2SW/4 Containing 2,320.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-45243	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 29: NE/4, NE/4NW/4, N/2SE/4, SE/4SE/4 Section 31: Lots 2, 3, 4, E/2SW/4, SW/4SE/4 Containing 550.49 acres, more or less Teton County, Wyoming
W-52367	11/01/75	Township 40 North, Range 111 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 11: All Section 12: All Containing 2,560.56 acres, more or less Teton County, Wyoming
W-52368	11/01/75	Township 40 North, Range 111 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Township 41 North, Range 111 West, 6th P.M. Section 34: All Section 35: All Section 36: All Containing 2,560.16 acres, more or less Teton County, Wyoming
W-54463	5/01/76	Township 41 North, Range 110 West, 6th P.M. Section 31: All Containing 638.96 acres, more or less Teton County, Wyoming
MARMIK		
W-35966	9/01/73	Township 41 North, Range 111 West, 6th P.M. Section 15: SW/4SW/4, SE/4SE/4 Section 22: W/2 Section 23: W/2SW/4 Section 26: W/2NW/4, E/2SW/4 Containing 640.00 acres, more or less Teton County, Wyoming
W-35967	9/01/73	Township 42 North, Range 111 West, 6th P.M. Section 20: E/2 Section 21: W/2 Section 28: W/2, W/2NE/4 Containing 1,000 acres, more or less Teton County, Wyoming
PHILLIPS		
W-45249	6/01/74	Township 43 North, Range 111 West, 6th P.M. Section 16: All Section 20: All Section 21: All Section 33: All Containing 2,560.00 acres, more or less Teton County, Wyoming
W-56000	9/01/76	Township 42 North, Range 111 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 (All) Section 9: All Containing 1,280.16 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
WILLIAMS		
W-52371	11/01/75	Township 44 North, Range 111 West, 6th P.M. Section 32: NW/4, SE/4 Containing 320.00 acres, more or less Teton County, Wyoming
W-56011	9/01/76	Township 44 North, Range 112 West, 6th P.M. Section 3: All Containing 667.00 acres, more or less Teton County, Wyoming
W-36425	4/01/75	Township 41 North, Range 111 West, 6th P.M. Section 9: SE/4 Containing 160.00 acres, more or less Teton County, Wyoming
W-55999	9/01/76	Township 40 North, Range 111 West, 6th P.M. Section 13: N/2 Section 14: W/2, NE/4 Section 25: W/2, W/2SE/4 Containing 1,200.00 acres, more or less Teton County, Wyoming
W-54463	5/01/76	Township 41 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 30: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 32: All Containing 1,912.36 acres, more or less Teton County, Wyoming
W-45245	8/01/74	Township 41 North, Range 110 West, 6th P.M. Section 28: All Containing 640.00 acres, more or less Teton County, Wyoming
W-45248	6/01/75	Township 43 North, Range 111 West, 6th P.M. Section 9: NE/4, SW/4 Containing 320.00 acres, more or less Teton County, Wyoming
W-45239-A	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25898-A	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 9: NW/4, SE/4 Containing 320.00 acres, more or less Teton County, Wyoming

ERIAL NO.	EFF. DATE	DESCRIPTION
-45853	9/01/74	Township 43 North, Range 112 West, 6th P.M. Section 8: W/2NE/4, SE/4NE/4 Section 9: SW/4NE/4, S/2NW/4, S/2 Section 15: W/2NW/4 Section 16: E/2NE/4 Containing 720.00 acres, more or less Teton County, Wyoming
-66213	3/01/79	Township 43 North, Range 112 West, 6th P.M. Section 5: All Township 44 North, Range 112 West, 6th P.M. Section 30: All Section 31: N/2NE/4, W/2SW/4, SE/4SW/4 Section 32: All Containing 2120.00 acres, more or less Teton County, Wyoming
-67180	4/01/79	Township 44 North, Range 112 West, 6th P.M. Section 9: All Section 22: All Section 31: S/2NE/4, NW/4, SE/4, NE/4SW/4 Section 35: All Township 44 North, Range 113 West, 6th P.M. Section 25: N/2SW/4, SE/4SW/4, S/2SE/4 Containing 2560.00 acres, more or less Teton County, Wyoming
56021	9/01/76	Township 44 North, Range 113 West, 6th P.M. Section 16: All (Less 159.67 acres in HES 207) Section 22: All Containing 1120.00 acres, more or less Teton County, Wyoming

EXHIBIT "A" TO ACCOMPANY THAT ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

FROM CLAYTON W. WILLIAMS, JR.

LEASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
DV00090	2/10/78	2/09/88	Lena Link Spaeth, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: E/2NE/4, NE/4SE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 71
DV00083	3/06/78	3/05/88	First National Bank & Trust Company of Wyoming (formerly Stock Growers National Bank)	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 57
DV00084	2/17/78	2/16/88	Perry H. Hansen & Willa M. Hansen, his wife	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 59
DV00085	2/10/78	2/09/88	Myrtle C. Hernage, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 61
DV00086	2/11/78	2/10/88	Kathryn Mulcahey, a married woman dealing in her sole & separate property	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 63

LEASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
[redacted]0087	3/14/78	3/13/88	Peter P. Novotny & Margaret C. Novotny, his wife	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 65
[redacted]V00088	4/06/78	4/05/88	Mary Joanne Smiley, a single woman	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4 NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 67
[redacted]V00089	3/20/78	3/19/88	Kenneth E. Smiley, Jr. & Marilyn A. Smiley, h&w	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Bk 69
[redacted]V00091	3/06/78	3/05/88	First National Bank & Trust Company of Wyoming (formerly Stock Growers National Bank)	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 34: SW/4NE/4, SE/4NW/4, NE/4SW/4, NW/4SE/4	160.00	Bk 73 Pg 73
[redacted]V00130	4/06/78	4/05/88	Susan S. Dixon & Lloyd A. Dixon, her husband	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 473

062

LEASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
DV00132	7/19/78	7/18/88	Douglas F. Smiley & Janet Sebrell Smiley, h&w	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 77 Pg 12[illegible]
DV00133	6/24/78	6/23/88	Jeanette B. Fowler, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 78 Pg 308

063

[redacted] JACK J. GRYNBERG, a resident of the City and County of Denver, [redacted]

Colorado, with a business address at 1050-17th Street, Suite 1950, Denver, Colorado 80202, hereinafter referred to as Assignor, for valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Moshe I. Ettinger _____, hereinafter referred to as Assignee, all of Assignor's right, title and interest of whatsoever kind and nature, including and not by way of limitation, all royalty, overriding royalty, production or other payments, rights of reversion or right to reacquire in and to the following oil and gas lease insofar as said lease covers the following described lands, to-wit:

USA-W-21149
Sublette County, Wyoming
Township 27 North - Range 107 West
Sec. 28: All
Sec. 30: Lots 1-4, E½W½, E½
Sec. 32: All
Sec. 34: All

Containing 2,546.56 acres, more or less

176196

RECORDED Aug 24 19 79 2:45 P M
IN BOOK 55 Pct PAGE 64
FEES $ 6.00 Doris J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stucio

Assignee certifies that he/she is:
Over 21 years of Age
A citizen of the United States
The sole party in interest in this assignment
His/Her interest in oil and gas leases does not exceed the limitation porvided by 30 U.S.C. 184 (d).

This Assignment is made without warranty of title, either expressed or implied.

Dated this 1st day of June, 1979.

ACCEPTED BY

Assignee
Address: 1955 S. Kearney

Denver, Colorado 80224

Jack J. Grynberg Assignor
1050-17th Street, Suite 1950
Denver, Colorado 80202

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 197_____, by JACK J. GRYNBERG.

WITNESS my hand and official seal.

_____

ACKNOWLEDGMENT

65

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 15th day of December, 197 , before me, a Notary Public in and for said County and State, personally appeared JACK J. GRYNBERG, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My commission expires:
July 10, 1982

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-019548

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That Thomas G. Dorough of P.O. Box 1196, Englewood, Colorado 80150

....., 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
THOMAS G. DOROUGH TRUST PARTNERSHIP	P.O. Box 1196 Englewood, Colorado 80150	½ of 1%

176197

RECORDED Aug 3rd 1979 3:29 2:45 P M
IN BOOK 58 645 PAGE 662
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy McClure

Being in all a total of an undivided ½ of 1% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 32 North, Range 109 West, 6th P.M.
Sec. 7: Lots 3, 4, 9, 10
Township 32 North, Range 110 West, 6th P.M.
Sec. 1: All
Sec. 2: SE¼SE¼
Sec. 11: E½NE¼, NE¼SE¼

Containing 616.17 acres, more or less.

WITNESS our hands this 31st day of March, 19 79

Witnesses:

L Jeane Dorough

Thomas G. Dorough

Thomas G. Dorough

STATE OF ~~WYOMING~~ COLORADO }
} ss.
COUNTY OF ~~SUBLETTE~~ ARAPAHOE }

On the 31st day of March, 19 79, before me personally appeared Thomas G. Dorough the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

October 15, 1981

Notary Public

Residing in Denver, Colorado

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

67

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: **Assignee:**

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] 109 A & B

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-01425

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That Thomas G. Dorough of P.O. Box 1196, Englewood, Colorado 80150

....., 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
THOMAS G. DOROUGH TRUST PARTNERSHIP	P.O. Box 1196 Englewood, Colorado 80150	5/6 of 1%

176198

RECORDED May 24, 1979 12:45 P M
IN BOOK 55 Misc PAGE 68
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Thune

Being in all a total of an undivided 5/6 of 1% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 113 West, 6th P.M.
Sec. 7: E½W½, Lots 1, 2, 3, 4
Sec. 18: E½W½, Lots 1, 2, 3, 4
Sec. 19: E½W½, Lots 1, 2, 3, 4, & E½

Containing 1252.96 acres, more or less.

WITNESS our hands this 31st day of March, 19 79

Witnesses:

L. Jean Dorough

Thomas G. Dorough
Thomas G. Dorough

STATE OF ~~WYOMING~~ COLORADO }
COUNTY OF ~~SUBLETTE~~ ARAPAHOE } ss.

On the 31st day of March, 19 79, before me personally appeared Thomas G. Dorough the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
October 15, 1981

Nancy Elaine Smith
Notary Public

Residing in Denver, Colorado

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 _____, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

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

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

Witness: **Assignee:**

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted] 22 A & B

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Evanston 025949

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That Thomas G. Dorough of P.O. Box 1196, Englewood, Colorado 80150

....., 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
THOMAS G. DOROUGH TRUST PARTNERSHIP	P.O. Box 1196 Englewood, Colorado 80150	27/32 of 1%

(Recorded in the County records in Book 22 at Page 525)
(and in Book 22 at Page 219)

176199

RECORDED May 24 1979 2:45 PM
IN BOOK 22 Misc PAGE 70
FEES $6.00 Lorna J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stucker

Being in all a total of an undivided 27/32 of 1% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 114 West, 6th P.M.
Sec. 12: E½, E½SW¼, SE¼NW¼
Sec. 13: W½, W½E½

Containing 920.00 acres, more or less.

WITNESS our hands this 31st day of March, 1979.

Witnesses:

L. Jeanne Dorough

Thomas G. Dorough

Thomas G. Dorough

STATE OF ~~WYOMING~~ COLORADO }
COUNTY OF ~~SUBLETTE~~ ARAPAHOE } ss.

On the 31st day of March, 19 79, before me personally appeared Thomas G. Dorough the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

October 6, 1981

Mary Elaine Smith
Notary Public

Residing in Denver, Colorado

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

70

71

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: **Assignee:**

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

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

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

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

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

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

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

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

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

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

PARTIAL ASSIGNMENT OF INTEREST
IN OIL AND GAS LEASE

S ATE OF WYOMING)

COUNTY OF SUBLETTE)

WHEREAS, Belco Petroleum Corporation, a Delaware corporation with principal operating offices at 10,000 Old Katy Road, Suite 100, Houston, Texas 77055, hereinafter referred to as "Assignor", is the owner of the hereinafter described Oil, Gas and Mineral lease.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto AMERICAN QUASAR PETROLEUM CO. of New Mexico, an undivided eleven-thirty seconds (11/32) of Assignor's right, title and interest in and to the following described Oil, Gas and Mineral lease located in Sublette County, Wyoming, to wit:

> Oil, Gas and Mineral Lease dated November 4, 1974, from Mayme Ball Devine and Raymond A. Devine, her husband, as lessors, to Belco Petroleum Corporation, as lessee, recorded in Book 519, Page 239, of the Oil and Gas Records of Sublette County, Wyoming, covering lands described as follows:

Township 34 North, Range 113 West, 6th P.M.
Section 1: S/2NE/4, N/2SE/4, SE/4SE/4
Section 11: S/2SW/4
Section 12: SE/4NE/4, SE/4
Section 13: W/2SW/4, SE/4SW/4, SW/4SE/4
Section 13: NE/4, N/2SE/4, SE/4SE/4
Section 14: SE/4, NE/4SW/4, NW/4
Section 15: E/2NE/4, NW/4NE/4, NE/4NW/4
Section 23: NE/4, N/2SE/4
Section 24: NW/4, NW/4SW/4, W/2NE/4, NE/4NE/4

Township 34 North, Range 112 West, 6th P.M.
Section 5: W/2SW/4, SE/4SW/4
Section 6: Lots 5, 6, 7, SE/4NW/4, E/2SW/4, SE/4
Section 7: Lots 1, 2, 3, 4, E/2W/2, NE/4, N/2SE/4, SW/4SE/4
Section 8: NW/4, NW/4SW/4
Section 18: Lots 1, 2, 3, 4, E/2NW/4, NE/4SW/4, W/2NE/4, NW/4SE/4
Section 19: Lot 1, NE/4NW/4

Containing 3785.25 acres more or less

In the event Assignee shall at any time hereafter desire to surrender any of lease, or any part thereof, Assignee shall notify Assignor in writing with regard to such election at least sixty (60) days prior to the date of surrender. If, within thirty (30) days thereafter, Assignor notifies Assignee of its desire to acquire the lease, or portion thereof, which Assignee elects

176218

RECORDED August 27 1979 8:00 A M
IN BOOK 58 Oil PAGE 72
FEES $10.25 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

72

to surrender, then Assignee shall immediately execute and deliver to Assignor a recordable assignment of all of Assignee's right, title and interest in and to said lease, or portion thereof. Such assignment by Assignee shall be free and clear of all liens and mortgages and any and all overriding royalties or other payments out of production not of record on the effective date of this assignment. Assignor may take over any well or wells located upon said lease, leases, or any portion thereof reassigned to it by paying to Assignee the proportionate part of the salvage value of the equipment located in said well or wells or upon the reassigned premises. Upon delivery of such assignment, Assignor shall thereafter be responsible for all unaccrued obligations in connection with the acreage assigned.

Assignor shall continue to service the Oil, Gas and Mineral lease covered by this assignment and shall use reasonable care in the payment of any rentals which may become due, but shall not be liable for failure to pay or improper payment thereof. Upon payment of any such rental, Assignee shall reimburse Assignor for its proportionate part of any rental paid.

In the event said lease covers less than the full mineral estate in the lands described, then the interest herein assigned shall be in proportion that the Lessor's mineral interest bears to the full mineral estate in the said lands and in the event that Assignor's lease hold working interest is less than the full leasehold working interest in said lease, then the interest bears to the full leasehold estate in said lands.

This assignment is made subject to all royalty, overriding royalty, and other payments out of production which presently burden the Oil, Gas and Mineral lease described herein, and is made without covenants of warranty of title, either expressed or implied.

TO HAVE AND TO HOLD, unto the said Assignee, its heirs, successors, assigns, administrators and executors, forever.

IN WITNESS WHEREOF, this instrument is executed as of this 2nd day of April, 1979.

BELCO PETROLEUM CORPORATION

SEAL

By: _____
D. B. Martin
Vice-President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared D. B. Martin, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of BELCO PETROLEUM CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of April, 1979.

Rebecca A. Yarbrough

75

NORTHWEST PIPELINE CORPORATION

TO: ENERGETICS, INC.
102 Inverness Terrace East
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., ET AL. collectively ("Seller") made and entered into a certain Gas Purchase Contract dated August 8, 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.

176278

RECORDED Aug 29 1979 8:00 AM
IN BOOK 58 Oil & Gas PAGE 75
FEES $24.50 Lavina J. Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. 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 day of 197___.

NORTHWEST PIPELINE CORPORATION

NORTHWEST PIPELINE CORPORATION ATTESTED SEAL 1965 DELAWARE

Barbara Moreno

ASSISTANT SECRETARY

By R. W. Kruse

ATTEST: 7/24/79

ENERGETICS, INC., ET AL.

By Patrick D. Maher

WITNESS:

Jordan R. Smith

WITNESS:

Robert L. Mehl

ATTEST:

ENERGETICS, INC., as Operator

By

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 8th day of August 1979.

NORTHWEST PIPELINE CORPORATION

ATTEST:

_____ By R. W. Keener 7/24/79 Atw

ATTEST:

ENERGETICS, INC. ET AL., as Operator

SEAL

_____ By _____

STATE OF Utah

COUNTY OF Salt Lake

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 8th day of August, 1979.

Ursula C. Rockwood
Notary Public
Residing at Holladay, Utah

My Commission Expires 7-27-82

STATE OF _____

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, on this day personally appeared Patrick D. Maher, 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 his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of July, 1979.

My Commission Expires:

May 13, 1980

Notary Public in and for Arapahoe County, Colorado

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, on this day personally appeared Robert L. Mehl, 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 his free act and deed for the purposes and consideration therein expressed.

My Commission Expires:

May 13, 1980

Notary Public in and for Arapahoe County, Colorado

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, on this day personally appeared Jordan R. Smith, 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 his free act and deed for the purposes and consideration therein expressed.

My Commission Expires:

May 13, 1980

Notary Public in and for Arapahoe County, Colorado

EXHIBIT "A"
GAS PURCHASE CONTRACT
between
NORTHWEST PIPELINE CORPORATION
and
E. BIRD CANYON PROPSECTS
Sublette County, Wyoming

LEASE NO.	LESSOR	DESCRIPTION	EXP. DATE	GROSS ACRES	NET ACRES	INTEREST
WY-263-2	USA-W-55992	Towsnhip 27 North, Range 111 West Sec. 12: N/2, E/2 SW/4, SE/4	9-30-86	560.00	560.00	Energetics, Inc. 100%
WY-263-4	USA-W-41388	Township 27 North, Range 111 West Sec. 12: SW/4 SW/4	9-30-83	40.00	40.00	Energetics, Inc. 100%
WY-264-1	USA-W-65391	Township 27 North, Range 111 West Sec. 24: SE/4 Sec. 25: NE/4	11-30-83	320.00	320.00	Energetics, Inc. 100%
WY-264-3	USA-W-57814	Township 27 North, Range 111 West Sec. 24: N/2	2-27-87	320.00	320.00	Energetics, Inc. 100%
WY-263-1	USA-W-65390	Township 27 North, Range 111 West Sec. 11: NE/4, N/2 SE/4 Sec. 12: NW/4 SW/4	11-30-83	280.00	280.00	Energetics, Inc. 100%
WY-263-6	USA-W-54136	Township 27 North, Range 111 West Sec. 14: All Sec. 15: S/2	3-31-86	960.00	576.00	From surface to 11712': Energetics, Inc. 60%
WY-263-3	USA-W-35399	Township 27 North, Range 111 West Sec. 15: N/2	7-1-82	320.00	320.00	Energetics, Inc. 100%
WY-263-5	USA-W-53093	Township 27 North, Range 111 West Sec. 10: All	1-1-86	640.00	384.00	From surface to 11212': Energetics, Inc. 60%

LEASE NO.	LESSOR	DESCRIPTION	EXP. DATE	GROSS ACRES	NET ACRES	INTEREST
WY-264-2	USA-W-36422	Township 27 North, Range 111 West Sec. 22: N/2 Sec. 23: All Sec. 25: S/2, NW/4 Sec. 26: All	10-1-82	2080.00	624.00 1248.00	From surface to 5500': Energetics, Inc. 30% From 5500' to 11730': Energetics, Inc. 60%
WY-216-1	USA-W-58724	Township 27 North, Range 111 West Sec. 19: Lots 1, 2, 3, 4, E/2 W/2, SE/4 NE/4, W/2 SE/4 Sec. 30: Lots 1, 2, 3, E/2 W/2, E/2	4-30-87 (HBP)	973.53	973.53	Energetics, Inc. 100%
WY-216-2	USA-W-62875	Township 27 North, Range 111 West Sec. 30: Lot 4	3-31-83 (HBP)	31.43	31.43	Energetics, Inc. 100%
WY-265-1	USA-W-62508	Township 27 North, Range 111 West Sec. 29: E/2 NE/4, SE/4 NE/4, SE/4, W/2	10-30-88 (HBP)	600.00	600.00	Energetics, Inc. 100%
[redacted]-265-2	USA-W-34033	Township 27 North, Range 111 West Sec. 29: NE/4 NE/4	5-1-82	40.00	32.00	From surface to 11730': Energetics, Inc. 80%
WY-266-1	USA-W-63821	Township 27 North, Range 111 West Sec. 32: NE/4, N/2 SE/4, Lots 3,4	8-31-88	299.86	299.86	Energetics, Inc. 100%
	USA-W-4325	Township 27 North, Range 111 West Sec. 8: S/2 SW/4 Sec. 17: W/2 Sec. 20: NW/4, NW/4 SW/4, S/2 SW/4, SE/4	Not issued	840.00	840.00	O. M. Hanson 100% Purchased 100% by Energetics Inc., Letter Agreement dated 4-16-79
	USA-W-4101	Township 27 North, Range 111 West Sec. 7: SE/4 Sec. 6: N/2 NE/4 Sec. 18: E/2 E/2 Sec. 19: E/2 E/2	Not issued	560.00	560.00	Houston Williams Purchased 100% by Energetics Inc., Letter Agreement dated 8-17-79
[redacted]-232-9	USA-W-59776	Township 27 North, Range 111 West Sec. 20: NE/4 SW/4	8-31-87	40.00	40.00	Energetics, Inc. 100%

* The only oil and gas lease interests subject to this Gas Purchase Agreement is the amount of production produced from the Frontier and Bear River Formations.

EXHIBIT "B"

AREA OF INTEREST

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

ENERGETICS, INC.

Description	County and State
Township 27 North, Range 111 West Sections 1 through 36: All	Sublette County, Wyoming

* The only oil and gas lease interests subject to this Gas Purchase Agreement is the amount of production produced from the Frontier and Bear River Formations.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That JERRY D. CAMPBELL, 1203 Ada Street, Owosso, Michigan 48867

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-60560 - T.29N., R.109W., Wyoming, Sublette County
Section 3: S½SW¼, SE¼
Section 7: Lots, 1, 2, 3, 4, E½, E½W½
Section 11: All
Section 15: W½
Section 17: All
(2,504.81 acres)

176371

RECORDED Sept 4 1978 8:00 AM
IN BOOK 57 Misc PAGE 84
FEES $ 4.00 Helen J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 2, 1978

Assignor JERRY D. CAMPBELL

Assignor

STATE OF MICHIGAN)
) ss.
COUNTY OF SHIAWASSEE)

The foregoing instrument was acknowledged before me by JERRY D. CAMPBELL this 2nd day of May, 19 78.

My Commission expires:

Notary Public
Jean P. Evans

84

ASSIGNMENT OF OVERRIDING ROYATLY INTERESTS

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 1.0% to PAUL MESSINGER & CO., a Partnership; an undivided 1.0% 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 3.0% of all oil, gas, and casinghead gas produced, saved and marketed from the following oil and gas lease or any extensions or renewals thereof INSOFAR AND ONLY INSOFAR AS SAID LEASES COVER AND AFFECT THE FOLLOWING DESCRIBED LANDS FROM THE SURFACE OF THE EARTH TO ALL DEPTHS.

D-7935 — Oil and Gas Lease dated February 1, 1976, from The United States of America, as Lessor, to Geo Globe, as Lessee, bearing Serial Number W-53372 insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 27 North, Range 109 West
Section 27: SW/4
Section 34: NE/4NW/4, W/2NW/4

D-7937 — Oil and Gas Lease dated October 1, 1971, from The United States of America, as Lessor, to Lon V. Smith, as Lessee, bearing Serial Number W-29898 insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 27 North, Range 109 West
Section 35: W/2E/2

D-8348 — Oil and Gas Lease dated December 1, 1974, from The United States of America, as Lessor, to Darlene R. Holt, as Lessee, bearing Serial Number W-48184 insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 26 North, Range 109 West
Section 1: N/2SW/4

D-8434 — Oil and Gas Lease dated March 1, 1972, from The United States of America, as Lessor, to Allied Chemical Corporation, as Lessee, bearing Serial Number W-33543 insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 26 North, Range 109 West
Section 13: W/2
Section 24: SE/4
Section 25: SW/4
Section 26: NW/4

AND, an overriding royatly interest of an undivided .3140625% to Paul Messinger & Co., and an undivided .3140625% to Marlis E. Smith Trust, and an undivided .3140625% to John H. Melby, and an undivided .3140625% to Alan R. Smith, being a total of 1.25625% 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:

Assignment of Overriding Royalty Interests
From Davis Oil Company
To Paul Messinger & Co.
Marlis E. Smith Trust
John H. Melby
Alan R. Smith

D-8492 Oil and Gas Lease dated December 1, 1972, from The United States of America, as Lessor, to Great Western Drilling Co., as Lessee, bearing Serial Number W-37291 insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 26 North, Range 108 West
Section 6: Lots 1, 2, 3, 4, 5, S/2NE/4, SE/4NW/4
Section 7: Lots 1, 2, NE/4, E/2NW/4

D-8700 Oil and Gas Lease dated April 2, 1967, from The State of Wyoming, as Lessor, to Husky Oil Company, as Lessee, bearing Serial Number 67-4212 insofar as said lease covers and affects the following described lnad in Sublette County, Wyoming:

Township 27 North, Range 109 West
Section 36: All

If the oil and gas leases herein assigned cover less than the entire undivided mineral estate in the above described lands, then the overriding royatly 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 7th day of August, 1979.

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 7th day of August, 1979, 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

_____
Notary Public

My Commission Expires
July 11, 1983

176470

Sept 7, 1979 1:30 P.M.
5 & Ord PAGE 55
Lincoln COUNTY, WYOMING

56

87

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-56735

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That
C. Panos
P.O. Box 8279
Salt Lake City, Utah 84108, 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%

176471

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-111-W 6th PM

Sec. 19: SE¼NW¼
23: E½, NE¼NW¼, SW¼NW¼, NE¼SW¼, SW¼SW¼

Containing 520.00 acres, more or less.

WITNESS our hands this 23 day of July, 19 79

Witnesses:

C. Panos
C. Panos

STATE OF Utah
} ss.
COUNTY OF Salt Lake

On the 23 day of July, 19 79, before me personally appeared C. Panos the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
5-17-82

Notary Public
Residing in Salt Lake City, Utah

OIL & GA[redacted] NO. 8
PETROLE[redacted] ESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

~~(Individual)~~

Panos Investment Company
A Partnership
Qualifications filed under W-32

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

..... as to by Thomas G. Panos
Thomas G. Panos, General Partner

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

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

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

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

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

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

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

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

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

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

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55596

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That
C. Panos
P. O. Box 8279
Salt Lake City, Utah 84108, 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%

176472

RECORDED Sept 7 AD 22 1/2 30 P M
IN BOOK 58 Of L PAGE 59
Sept 6th A.D. 1979 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Deputy Mary Lou Lewis

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-29-N, R-107-W 6th PM

Sec. 1: Lots 1,2,3,4, S½N½, S½
10: S½NE¼
11: NE¼, S½
12: NE¼
13: NW¼, N½SW¼, SE¼SW¼
14: W½SE¼, SE¼SE¼

Containing 1,760.72 acres, more or less.

WITNESS our hands this 23 day of July, 19 79
Witnesses:

C. Panos
C. Panos

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 23 day of July, 19 79, before me personally appeared C. Panos the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
8.17.82

Notary Public
Residing in Salt Lake City, Utah

OIL & GA[redacted] NO. 8
PETROLE[redacted]ESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Panos Investment Company
A Partnership
Qualifications filed under W-32193

~~(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:
Panos Investment Company

..... as to by Thomas G. Panos
Thomas G. Panos, General Partner

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55252

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Freda Esposito
512 Vista Verde Way
Bakersfield, CA 93309
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
LLOYD E. PLANK	512 Vista Verde Way Bakersfield, CA 93309	Two and One Half Percent (2.5%)

Being in all a total of an undivided TWO AND ONE HALF PERCENT (2.5%)
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. 28 N., R. 111 W., 6th Prin Mer.
Sec. 18: S½NE¼, SE¼NE¼, SE¼SE¼NE¼, SE¼
19: Lots 2, 3, 4, E½, E½NE¼NW¼, SW¼NE¼NW¼, E½SW¼
20: E½
29: E½
32: E½

176515

RECORDED August 11 19 77 8:00 AM
IN BOOK 3 of Leases PAGE 21
FEE $ 6.00
COUNTY CLERK
SUBLETTE, WYOMING
By Dorothy M. Stout

Containing 1,634.83 acres, more or less.

WITNESS our hands this 1st day of September, 19 76
Witnesses:

Freda Esposito

STATE OF California
COUNTY OF Kern
} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of September, 19 76, personally appeared Freda Esposito

and

, to 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.

OFFICIAL SEAL
B. COLEEN BYRD
NOTARY PUBLIC
PRINCIPAL OFFICE IN
KERN C
My Commission Expires [redacted]

My Commission Expires [redacted]

[redacted] Public

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

Nancy J. Smith ..... as to ..... Lloyd E. Plank

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

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

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

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

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

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

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

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

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

NORTHWEST PIPELINE CORPORATION

TO: C F BRAUN & CO
1000 South Fremont
Alhambra, California 91802

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and C F Braun & Co, as Seller, made and entered into a certain Gas Purchase Contract dated August 1, 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.

176551

RECORDED Sept 12, 1979 8:45 AM
IN BOOK 58 Oil
PAGE 93
FEE $ 10.00 Nancy Yoder
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M Thurman

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 24 day of August 1971.

NORTHWEST PIPELINE CORPORATION

ATTEST: Barbara Moreno

By R W Lewis

ASSISTANT SECRETARY

ATTEST:

C F BRAUN & CO

8/7/79 JLC

By D S Skaggs

ATTORNEY-IN-FACT

74

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 D. W. Rawlings, 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 Continental Supreme Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 21st day of August, 1972.

Notary Public
Residing at Holladay, Utah

My Commission Expires 7-27-52

STATE OF California

COUNTY OF Los Angeles

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared D B Kruse, 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 C F Braun + Co, 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 August, 1979.

Janet Goulding
Notary Public
Residing at Alhambra, California

My Commission Expires 4-16-82

OFFICIAL SEAL
JANET GOULDING
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 16, 1982

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

C F BRAUN & CO

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	25%	20	
Section 15:	SE/4 SW/4	40	22.5%	9	
Section 21:	S/2 NE/4	80	30%	24	
Section 22:	NE/4 NW/4 & S/2 NW/4 & SW/4	280	22.5%	63	

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Clayton W. Williams, Jr., whose mailing address is 200 Gulf Building, Midland, Texas 79701 (Williams) 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 sell, convey, transfer, assign and set over unto Daniel F. Secker, whose mailing address is P.O. Box 1621 Midland, Texas 79701 (Assignee) an overriding royalty, free and clear of all cost and expense of development and operation, of ½ of 1% of 8/8ths of all oil and gas, casinghead gas and associated substances produced, saved, and sold from the lands covered by the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof.

To have and to hold the interest herein transferred and assigned to Assignee, his heirs, personal representatives, successors and assigns, forever, subject only to the following terms and provisions; that

1) This assignment of overriding royalty is made without warranty of title, either expressed or implied.

2) The overriding royalty interest assigned herein shall be proportionately reduced so as to accord with the interest of Assignor in the Exhibit "A" lands as of the effective date of this assignment.

3) The overriding royalty interest assigned herein shall be subject to a proportionate part of the taxes on or measured by production attributed to any of the Exhibit "A" lands defined hereunder and shall otherwise be in conformance with that certain letter agreement dated November 9, 1977 by and between the parties hereto.

In witness whereof Williams has executed and delivered this assignment of overriding royalty interest unto Assignee effective coincidently with the date of assignment of said Exhibit "A" leases into Williams.

Clayton W. Williams, Jr.

176588

RECORDED Sept 13 19 79 1:00 PM
IN BOOK 58 O+G PAGE 97
FEES $ 5.75 Lisa Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

State of Texas)
) ss.
County of Midland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of July, 1979, personally appeared Clayton W. Williams, Jr., General Partner of the Williams Company, and to 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 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:
11-30-80

Notary Public

EXHIBIT "A" ATTACHED TO ASSIGNMENT

OF OVERRIDING ROYALTY FROM CLAYTON W. WILLIAMS, JR.

PEI SERIAL NO.	EFF. DATE	DESCRIPTION
W-50215	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 21: All Section 28: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-50216	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 19: All Section 20: All Section 29: All Section 30: All Containing 2542.00 acres, more or less Teton County, Wyoming
W-50217	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 12: All Section 13: All Section 14: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50218	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 15: E/2, SW/4, E/2NW/4 Section 16: W/2, SE/4, W/2NE/4 Section 17: All Section 18: All Containing 2391.00 acres, more or less Teton County, Wyoming
W-50219	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 6: All Section 7: All Section 8: W/2, SE/4, NE/4NE/4 Containing 1780.00 acres, more or less Teton County, Wyoming
W-50221	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 27: All Containing 640.00 acres, more or less Teton County, Wyoming
W-50222	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 21: All Section 24: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-50223	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 16: All Section 17: All Containing 1250.00 acres, more or less Teton County, Wyoming
W-50224	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 10: All Section 11: All Section 12: All Section 13: All Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50225	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 1: All Section 2: All Section 3: All Township 44 North, Range 114 West, 6th P.M. Section 30: Lot 4, SE/4SW/4, SE/4 Section 31: Lots 1, 2, E/2NW/4, NE/4 Containing 2442.85 acres, more or less Teton County, Wyoming
W-50226	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 20: E/2 Section 21: All Section 28: All Section 29: All Section 32: N/2N/2 Section 33: N/2N/2 Containing 2560.00 acres, more or less Teton County, Wyoming
W-50227	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 15: S/2 Section 16: S/2 Section 22: All Section 27: All Section 34: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50228	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 25: All Section 26: All Section 35: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50229	4/01/76	Township 44 North, Range 114 West, 6th P.M. Section 13: S/2 Section 14: S/2 Section 23: All Section 24: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-50236	4/01/76	Township 44 North, Range 112 West, 6th P.M. Section 5: All Section 6: All Section 7: All Section 8: All Containing 2643.00 acres, more or less Teton County, Wyoming
W-50245	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 23: All (Unsurveyed) Section 25: All (Unsurveyed) Section 26: All (Unsurveyed) Section 36: All (Unsurveyed) Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50246	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 10: NE/4 Section 9: SW/4, S/2SE/4 Section 8: W/2, SE/4 Section 15: S/2 Section 16: All Section 6: W/2, S/2SE/4 Section 5: NE/4NE/4 Section 4: NE/4, N/2NW/4 Containing 2520.00 acres, more or less Teton County, Wyoming
W-50247	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, SW/4NE/4, S/2NW/4, SW/4, SW/4SE/4 Section 2: All Section 3: N/2, S/2SW/4, SE/4 Containing 1689.61 acres, more or less Teton County, Wyoming
W-50248	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 33: All Section 34: W/2W/2, NE/4, NE/4NW/4, SE/4SW/4, E/2SE/4 Section 35: All Section 36: All Containing 2400.00 acres, more or less Teton County, Wyoming
W-50249	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 25: All Section 26: All Section 27: All Section 28: N/2, W/2SW/4, E/2SE/4 Containing 2400.00 acres, more or less Teton County, Wyoming
W-50250	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 19: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 29: All Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 31: Lots 1, 2, 3, 4 E/2W/2, E/2 Containing 2558.04 acres, more or less Teton County, Wyoming
W-5025	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 20: All Section 21: All Section 22: All Section 23: All Containing 2560.00 acres, more or less Teton County, Wyoming
50252	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 15: All Section 16: All Containing 1280.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50253	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 2558.27 acres, more or less Teton County, Wyoming
W-50254	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 8: All Section 9: All Section 17: All Section 18: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 2557.52 acres, more or less Teton County, Wyoming
W-50255	4/01/76	Township 43 North, Range 112 West, 6th P.M. Section 31: All Section 32: All Section 33: All Containing 1912.00 acres, more or less Teton County, Wyoming
W-50281	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 7: All Section 17: All Section 18: All Section 19: All Containing 2455.00 acres, more or less Teton County, Wyoming
W-50282	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 5: All Section 6: All Township 44 North, Range 113 West, 6th P.M Section 32: All (Unsurveyed) Containing 1883.00 acres, more or less Teton County, Wyoming
W-50283	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 1: All (Unsurveyed) Section 36: All (Unsurveyed) Containing 1284.00 acres, more or less Teton County, Wyoming
W-50284	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 34: All (Unsurveyed) Section 35: All (Unsurveyed) Containing 1280.00 acres, more or less Teton County, Wyoming
W-50285	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 27: All (Unsurveyed) Section 28: All (Unsurveyed) Section 33: All (Unsurveyed) Containing 1920.00 acres, more or less Teton County, Wyoming

ERIAL NO.	EFF. DATE	DESCRIPTION
-50286	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 18: Lot 4, SE/4SW/4, S/2SE/4 (Surveyed) Section 17: S/2 (Surveyed) Section 19: All (Unsurveyed) Section 20: All (Unsurveyed) Section 21: All (Unsurveyed) Containing 2369.04 acres, more or less Teton County, Wyoming
50287	4/01/76	Township 44 North, Range 113 West, 6th P.M. Section 29: All (Unsurveyed) Section 30: W/2, SE/4, S/2NE/4 (Unsurveyed) Section 31: All (Unsurveyed) Township 44 North, Range 114 West, 6th P.M. Section 36: All Containing 2411.00 acres, more or less Teton County, Wyoming
50291	4/01/76	Township 40 North, Range 111 West, 6th P.M. Section 6: Lots 1, 2, 3, 4, 5, SE/4NW/4, S/2NE/4 Township 41 North, Range 111 West Section 30: Lots 2, 3, 4, NE/4NE/4, SE/4NW/4, E/2SW/4, SW/4SE/4 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 19: Lot 3, E/2NW/4, E/2 Section 32: NE/4NE/4, S/2NW/4, SW/4, W/2SE/4 Section 33: N/2, NE/4SE/4 Containing 2428.81 acres, more or less Teton County, Wyoming
50292	4/01/76	Township 41 North, Range 111 West, 6th P.M. Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 18: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 20: All Section 29: N/2, SE/4, N/2SW/4, SE/4SW/4 Containing 2512.16 acres, more or less Teton County, Wyoming
50293	4/01/79	Township 41 North, Range 111 West, 6th P.M. Section 6: Lots 1, 2, 3, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Township 42 North, Range 111 West, 6th P.M. Section 35: All Containing 1120.67 acres, more or less Teton County, Wyoming
50294	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, E/2W/2, SE/4, W/2NE/4, S/2SE/4NE/4, N/2NE/4NE/4, SW/4NE/4NE/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 32: S/2, E/2NE/4, SW/4NE/4, S/2NW/4NE/4, SE/4NW/4, S/2SW/4NW/4, NE/4SW/4NW/4 Containing 1746.88 acres, more or less Teton County, Wyoming
50295	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 17: All Section 27: All Containing 1280.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50296	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 8: All Section 23: All Containing 1901.92 acres, more or less Teton County, Wyoming
W-50297	4/01/76	Township 40 North, Range 111 West, 6th P.M. Section 4: Lot 4, SW/4NW/4, SE/4NE/4, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: E/2SW/4, SE/4 Section 7: Lots 1, 2, E/2NW/4, E/2, NE/4SW/4 Section 10: W/2 Section 15: NW/4 Section 18: NE/4 Containing 2470.65 acres, more or less Teton County, Wyoming
W-50298	4/01/76	Township 42 North, Range 111 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 Township 43 North, Range 111 West, 6th P.M. Section 31: All Section 32: All Containing 2521.32 acres, more or less Teton County, Wyoming
W-50299	4/01/76	Township 43 North, Range 111 West, 6th P.M. Section 3: All Section 10: All Section 15: All Section 30: All Containing 2541.00 acres, more or less Teton County, Wyoming
W-50300	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 22: All Section 25: All Section 26: All Section 36: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50309	4/01/76	Township 43 North, Range 114 West, 6th P.M. Section 14: All Section 23: All Section 24: All Section 25: All Containing 2560.00 acres, more or less Teton County, Wyoming
W-50310	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 13: All (Unsurveyed) Section 14: All (Unsurveyed) Section 15: All (Unsurveyed) Section 24: All (Unsurveyed) Containing 2560.00 acres, more or less Teton County, Wyoming
W-50311	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 1: All (Unsurveyed) Section 2: All (Unsurveyed) Section 11: All (Unsurveyed) Section 12: All (Unsurveyed) Containing 2560.00 acres, more or less Teton County, Wyoming

ERIAL NO.	EFF. DATE	DESCRIPTION
-50312	4/01/76	Township 42 North, Range 113 West, 6th P.M. Section 3: E/2 (Unsurveyed) Section 3: W/2 (Surveyed) Section 4: All (Unsurveyed) Section 9: N/2 (Unsurveyed) Section 9: N/2S/2, SE/4SE/4, E/2SW/4SE/4, W/2SW/4SW/4 (Surveyed) Section 10: W/2 (Surveyed) Section 10: E/2 (Unsurveyed) Containing 2480.00 acres, more or less Teton County, Wyoming
50313	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 33: All Section 34: All Section 35: All Section 36: All Containing 2560.00 acres, more or less Teton County, Wyoming
50314	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 25: All Section 26: All Section 27: All Section 28: All Less 159.96 acres, in HES 203 Containing 2400.00 acres, more or less Teton County, Wyoming
50315	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 21: All Section 22: All Section 23: All Section 24: All Containing 2560.00 acres, more or less Teton County, Wyoming
0316	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 13: All Section 14: All Section 15: All Section 16: All Containing 2560.00 acres, more or less Teton County, Wyoming
0317	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 9: All Section 10: All Section 11: All Section 12: All Containing 2560.00 acres, more or less Teton County, Wyoming
0318	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 1: All Section 2: All Section 3: All Section 4: All Containing 2560.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-50319	4/01/76	Township 43 North, Range 113 West, 6th P.M. Section 20: All Section 29: All Section 30: All Section 32: All Containing 2527.00 acres, more or less Teton County, Wyoming
-50325	4/01/76	Township 44 North, Range 111 West, 6th P.M. Section 32: NE/4, SW/4 Township 43 North, Range 111 West, 6th P.M. Section 4: All Containing 960.00 acres, more or less Teton County, Wyoming
-50606	4/01/76	Township 42 North, Range 112 West, 6th P.M. Section 32: All Containing 640.00 acres, more or less Teton County, Wyoming
-54909	7/01/76	Township 41 North, Range 110 West, 6th P.M. Section 18: Lots 1, 2, 3, 4, E/2W/2, E/2 Containing 633.31 acres, more or less Teton County, Wyoming
-54994	7/01/76	Township 44 North, Range 112 West, 6th P.M. Section 2: All Containing 675.00 acres, more or less Teton County, Wyoming
54281	7/01/76	Township 43 North, Range 113 West, 6th P.M. Section 8: All Containing 640.00 acres, more or less Teton County, Wyoming
50301	4/01/76	Township 41 North, Range 112 West, 6th P.M. Section 11: N/2, N/2S/2, SW/4SE/4, SW/4SW/4 Section 12: N/2, SE/4, N/2SW/4, SE/4SW/4 Section 13: E/2, E/2NW/4, SE/4SW/4 Section 14: NW/4NW/4 Section 23: W/2, SE/4, W/2NE/4, SE/4NE/4 Section 24: W/2SW/4, SE/4SW/4, NW/4NE/4, E/2SE/4 Containing 2480.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
SKINNER		
W-25743	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2 Section 5: Lots 1, 2, 3, 4, S/2N/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, E/2SW/4, SE/4NW/4 Section 7: Lots 1, 2, 3, 4, E/2W/2 Section 18: Lots 1, 2, 3, 4, E/2W/2 Section 19: Lots 1, 2, 3, 4, E/2W/2 Containing 1993.56 acres, more or less Sublette County, Wyoming
W-25744	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 21: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25746	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 3: SW/4 Section 16: N/2, SE/4 Containing 640.00 acres, more or less Sublette County, Wyoming
W-25747	11/01/70	Township 41 North, Range 110 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SW/4 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, S/2NE/4, SE/4 Containing 1,279.49 acres, more or less Teton County, Wyoming
W-25748	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 33: All Section 34: All Containing 1,280.00 acres, more or less Sublette County, Wyoming
W-25750	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 22: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25751	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25752	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 15: All Containing 640.00 acres, more or less Sublette County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-25762	11/01/70	Township 41 North, Range 110 West; 6th P.M. Section 25: All Section 26: All Section 35: All Section 36: All Containing 2560.00 acres, more or less Fremont County, Wyoming
W-25764	11/01/70	Township 40 North, Range 110 West, 6th P.M. Section 11: All Section 12: All Section 13: All Section 14: All Containing 2560.00 acres, more or less Sublette County, Wyoming
W-25765	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 4: S/2 Section 5: S/2 Section 6: SE/4 Section 7: E/2 Section 8: All Section 17: NW/4 Section 18: E/2 Section 19: E/2 Containing 2560.00 acres, more or less Sublette County, Wyoming
W-25766	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 16: SW/4 Section 17: NE/4, S/2 Containing 640.00 acres, more or less Sublette County, Wyoming
W-25767	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 20: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25769	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25771	11/01/70	Township 40 North, Range 109 West, 6th P.M. Section 35: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-25772	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 24: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25773	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25775	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 31: Lots 1,2,3,4, E/2, E/2W/2 Containing 626.44 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-25777	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 30: Lots 1,2,3,4, E/2, E/2W/2 Containing 625.36 acres, more or less Teton County, Wyoming
W-25778	11/01/70	Township 42 North, Range 110 West, 6th P.M. Section 19: Lots 1,2,3,4, E/2, E/2W/2 Containing 624.72 acres, more or less Teton County, Wyoming
W-25854	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 2: Lots 1,2,3,4, S/2N/2, S/2 Section 3: Lots 1,2,3,4, S/2N/2, S/2 Containing 1279.36 acres, more or less Teton County, Wyoming
W-25855	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 12: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25856	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 14: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25858	11/01/70	Township 42 North, Range 111 West, 6th P.M. Section 25: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25859	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 27: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25861	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 34: All Section 35: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-25897	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 17: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25899	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 8: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25900	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 7: All Containing 620.00 acres, more or less Teton County, Wyoming
W-25901	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 6: All Containing 620.00 acres, more or less Teton County, Wyoming

Assignment of Overriding Royalty

SERIAL NO.	EFF. DATE	DESCRIPTION
W-26276	1/01/71	Township 43 North, Range 112 West, 6th P.M. Section 1: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26277	1/01/71	Township 43 North, Range 111 West, 6th P.M. Section 5: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26278	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 14: All Section 23: All Containing 1280.00 acres, more or less Teton County, Wyoming
W-26281	1/01/71	Township 44 North, Range 112 West, 6th P.M. Section 25: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26282	1/01/71	Township 44 North, Range 112 West, 6th P.M. Section 36: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26283	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Teton County, Wyoming
W-26284	12/01/70	Township 44 North, Range 111 West, 6th P.M. Section 19: All Section 30: All Section 31: All Containing 1857.00 acres, more or less Teton County, Wyoming
W-26285	12/01/70	Township 44 North, Range 112 West, 6th P.M. Section 10: All Section 11: All Section 12: All Containing 1920.00 acres, more or less Teton County, Wyoming
W-26619	1/01/71	Township 40 North, Range 109 West, 6th P.M. Section 30: E/2 Section 31: E/2 Containing 640.00 acres, more or less Sublette County, Wyoming
W-26620	1/01/71	Township 40 North, Range 109 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Sublette County, Wyoming
W-27002	2/01/71	Township 41 North, Range 109 West, 6th P.M. Section 31: All Containing 640.40 acres, more or less Fremont County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-27557	4/01/71	Township 42 North, Range 110 West, 6th P.M. Section 6: Lots 1,2,3,4,5,6,7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 7: Lots 1,2,3,4, E/2, E/2W/2 Section 18: Lots 1,2,3,4, E/2, E/2W/2 Containing 1864.15 acres, more or less Teton County, Wyoming
W-27902	5/01/71	Township 41 North, Range 110 West, 6th P.M. Section 13: All Containing 640.00 acres, more or less Fremont County, Wyoming
W-28494	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28495	7/01/71	Township 44 North, Range 112 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28496	7/01/71	Township 44 North, Range 112 West, 6th P.M. Section 15: All Containing 640.00 acres, more or less Teton County, Wyoming
W-23529	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 20: All Containing 640.00 acres, more or less Teton County, Wyoming
W-28544	7/01/71	Township 44 North, Range 111 West, 6th P.M. Section 7: All Section 18: All Township 44 North, Range 112 West, 6th P.M. Section 1: All Section 4: All Containing 2588.00 acres, more or less Teton County, Wyoming
W-29949	9/01/72	Township 44 North, Range 111 West, 6th P.M. Section 33: All Containing 640.00 acres, more or less Teton County, Wyoming
W-29950	9/01/72	Township 42 North, Range 111 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Teton County, Wyoming
W-30129	12/01/73	Township 39 North, Range 109 West, 6th P.M. Section 1: Lots 1,2,3,4, S/2N/2, S/2 Containing 639.70 acres, more or less Sublette County, Wyoming
W-30547	9/01/72	Township 40 North, Range 109 West, 6th P.M. Section 11: All Containing 640.00 acres, more or less Sublette County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-30599	12/01/73	Township 39 North, Range 109 West, 6th P.M. Section 6: Lots 1,2, S/2NE/4, SE/4 Section 7: E/2 Containing 639.49 acres, more or less Sublette County, Wyoming
W-30600	9/01/72	Township 43 North, Range 111 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Teton County, Wyoming
W-37349	5/01/73	Township 40 North, Range 109 West, 6th P.M. Section 2: Lot 4, SW/4NW/4, W/2SW/4 Section 3: Lots 1,2,3,4, S/2N/2, SE/4 Containing 638.92 acres, more or less Sublette County, Wyoming
W-37845	5/01/73	Township 41 North, Range 110 West, 6th P.M. Section 22: All Containing 640.00 acres, more or less Fremont County, Wyoming
W-45896	9/01/76	Township 41 North, Range 109 West, 6th P.M. Section 28: W/2 Section 29: All Section 33: All Containing 1600.00 acres, more or less Fremont County, Wyoming
W-45897	9/01/76	Township 40 North, Range 109 West, 6th P.M. Section 2: Lots 1,2,3, S/2NE/4, SE/4NW/4, E/2SW SE/4 Section 30: Lots 1,2,3,4, E/2W/2 Section 31: Lots 1,2,3,4, E/2W/2 Containing 1085.21 acres, more or less Sublette County, Wyoming
HARRIS:		
W-45234	6/01/74	Township 39 North, Range 110 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 4: Lots 1, 2, 3, 4, S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4 Section 16: N/2N/2, SE/4NE/4, SW/4NW/4, NW/4SW/4 S/2S/2, NE/4SE/4 Containing 1,600.80 acres, more or less Teton County, Wyoming
W-45237	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 10: All Section 15: All Containing 2559.26 acres, more or less Teton County, Wyoming
W-45238	6/01/75	Township 40 North, Range 110 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 7: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 8: All Containing 2524.19 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-45241	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 23: All Section 24: All Section 25: E/2 Section 36: E/2 Containing 1,920.00 acres, more or less Teton County, Wyoming
W-45242	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 27: All Section 28: All Section 33: All Section 34: All Containing 2,560.00 acres, more or less Teton County, Wyoming
W-46982	10/01/74	Township 39 North, Range 110 West, 6th P.M. Section 22: W/2 Section 23: N/2, E/2SW/4, SE/4 Containing 880.00 acres, more or less Sublette County, Wyoming
BURTON/HAWKS		
W-40529	10/01/73	Township 41 North, Range 111 West, 6th P.M. Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 10: All Section 11: All Containing 2561.18 acres, more or less Teton County, Wyoming
W-40530	10/01/73	Township 41 North, Range 111 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: All Section 9: N/2, SW/4 Containing 2,402.08 acres, more or less Teton County, Wyoming
W-40531	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 12: All Section 13: All Section 14: All Section 15: N/2, N/2S/2, SE/4SW/4, SW/4SE/4 Containing 2,480.00 acres, more or less Teton County, Wyoming
W-40532	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 16: All Section 21: All Section 22: E/2 Section 27: All Containing 2,240.00 acres, more or less Teton County, Wyoming
W-40533	8/01/73	Township 41 North, Range 111 West, 6th P.M. Section 23: N/2, E/2SW/4, SE/4 Section 24: All Section 25: All Section 26: E/2, E/2NW/4, W/2SW/4 Containing 2,320.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-45243	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 29: NE/4, NE/4NW/4, N/2SE/4, SE/4SE/4 Section 31: Lots 2, 3, 4, E/2SW/4, SW/4SE/4 Containing 550.49 acres, more or less Teton County, Wyoming
W-52367	11/01/75	Township 40 North, Range 111 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 11: All Section 12: All Containing 2,560.56 acres, more or less Teton County, Wyoming
W-52368	11/01/75	Township 40 North, Range 111 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Township 41 North, Range 111 West, 6th P.M. Section 34: All Section 35: All Section 36: All Containing 2,560.16 acres, more or less Teton County, Wyoming
W-54463	5/01/76	Township 41 North, Range 110 West, 6th P.M. Section 31: All Containing 638.96 acres, more or less Teton County, Wyoming
MARMIK		
W-35966	9/01/73	Township 41 North, Range 111 West, 6th P.M. Section 15: SW/4SW/4, SE/4SE/4 Section 22: W/2 Section 23: W/2SW/4 Section 26: W/2NW/4, E/2SW/4 Containing 640.00 acres, more or less Teton County, Wyoming
W-35967	9/01/73	Township 42 North, Range 111 West, 6th P.M. Section 20: E/2 Section 21: W/2 Section 28: W/2, W/2NE/4 Containing 1,000 acres, more or less Teton County, Wyoming
PHILLIPS		
W-45249	6/01/74	Township 43 North, Range 111 West, 6th P.M. Section 16: All Section 20: All Section 21: All Section 33: All Containing 2,560.00 acres, more or less Teton County, Wyoming
W-56000	9/01/76	Township 42 North, Range 111 West, 6th P.M. Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 (All) Section 9: All Containing 1,280.16 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
WILLIAMS		
W-52371	11/01/75	Township 44 North, Range 111 West, 6th P.M. Section 32: NW/4, SE/4 Containing 320.00 acres, more or less Teton County, Wyoming
W-56011	9/01/76	Township 44 North, Range 112 West, 6th P.M. Section 3: All Containing 667.00 acres, more or less Teton County, Wyoming
W-36425	4/01/75	Township 41 North, Range 111 West, 6th P.M. Section 9: SE/4 Containing 160.00 acres, more or less Teton County, Wyoming
W-55999	9/01/76	Township 40 North, Range 111 West, 6th P.M. Section 13: N/2 Section 14: W/2, NE/4 Section 25: W/2, W/2SE/4 Containing 1,200.00 acres, more or less Teton County, Wyoming
W-54463	5/01/76	Township 41 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 30: Lots 1, 2, 3, 4, E/2, E/2W/2 Section 32: All Containing 1,912.36 acres, more or less Teton County, Wyoming
W-45245	8/01/74	Township 41 North, Range 110 West, 6th P.M. Section 28: All Containing 640.00 acres, more or less Teton County, Wyoming
W-45248	6/01/75	Township 43 North, Range 111 West, 6th P.M. Section 9: NE/4, SW/4 Containing 320.00 acres, more or less Teton County, Wyoming
W-45.39-A	6/01/74	Township 40 North, Range 110 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Teton County, Wyoming
W-25898-A	11/01/70	Township 43 North, Range 111 West, 6th P.M. Section 9: NW/4, SE/4 Containing 320.00 acres, more or less Teton County, Wyoming

SERIAL NO.	EFF. DATE	DESCRIPTION
W-45853	9/01/74	Township 43 North, Range 112 West, 6th P.M. Section 8: W/2NE/4, SE/4NE/4 Section 9: SW/4NE/4, S/2NW/4, S/2 Section 15: W/2NW/4 Section 16: E/2NE/4 Containing 720.00 acres, more or less Teton County, Wyoming
W-66213	3/01/79	Township 43 North, Range 112 West, 6th P.M. Section 5: All Township 44 North, Range 112 West, 6th P.M. Section 30: All Section 31: N/2NE/4, W/2SW/4, SE/4SW/4 Section 32: All Containing 2120.00 acres, more or less Teton County, Wyoming
W-67180	4/01/79	Township 44 North, Range 112 West, 6th P.M. Section 9: All Section 22: All Section 31: S/2NE/4, NW/4, SE/4, NE/4SW/4 Section 35: All Township 44 North, Range 113 West, 6th P.M. Section 25: N/2SW/4, SE/4SW/4, S/2SE/4 Containing 2560.00 acres, more or less Teton County, Wyoming
W-56021	9/01/76	Township 44 North, Range 113 West, 6th P.M. Section 16: All (Less 159.67 acres in HES 207) Section 22: All Containing 1120.00 acres, more or less Teton County, Wyoming
W-52354	7/01/78	Township 37 North, Range 109 West, 6th P.M. Section 16: SW/4NW/4, W/2SW/4 Section 17: S/2N/2 Section 18: E/2SW/4 Section 19: Lots 1, 2, 3, 4 Section 21: NW/4NW/4 Section 27: SE/4 Containing 664.55 acres, more or less Sublette County, Wyoming
W-37668	1/01/73	Township 37 North, Range 110 West, 6th P.M. Section 14: SW/4NE/4, W/2NW/4, SE/4NW/4 Section 15: N/2, SW/4 Containing 640.00 acres, more or less Sublette County, Wyoming

EXHIBIT "A" TO ACCOMPANY THAT ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

FROM CLAYTON W. WILLIAMS, JR.

[redacted] NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
V00090	2/10/78	2/09/88	Lena Link Spaeth, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: E/2NE/4, NE/4SE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 71
V00083	3/06/78	3/05/88	First National Bank & Trust Company of Wyoming (formerly Stock Growers National Bank)	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 57
[redacted]84	2/17/78	2/16/88	Perry H. Hansen & Willa M. Hansen, his wife	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 59
V00085	2/10/78	2/09/88	Myrtle C. Hernage, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 61
[redacted]086	2/11/78	2/10/88	Kathryn Mulcahey, a married woman dealing in her sole & separate property	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 63

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LEASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
DV00087	3/14/78	3/13/88	Peter P. Novotny & Margaret C. Novotny, his wife	Township 45 North, Range 113 West, 6th P.M., Teton Co.,WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 65
DV00088	4/06/78	4/05/88	Mary Joanne Smiley, a single woman	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4 NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 67
DV00089	3/20/78	3/19/88	Kenneth E. Smiley, Jr. & Marilyn A. Smiley, h&w	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Nots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Bk 69
DV00091	3/06/78	3/05/88	First National Bank & Trust Company of Wyoming (formerly Stock Growers National Bank)	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 34: SW/4NE/4, SE/4NW/4, NE/4SW/4, NW/4SE/4	160.00	Bk 73 Pg 73
DV00130	4/06/78	4/05/88	Susan S. Dixon & Lloyd A. Dixon, her husband	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 73 Pg 473

EASE NO.	LEASE DATE	EXPIRATION DATE	LESSOR	DESCRIPTION	ACRES	RECORDING DATA
V00132	7/19/78	7/18/88	Douglas F. Smiley & Janet Sebrell Smiley, h&w	Township 45 North, Range 113 West, 6th P.M., Teton Co.,WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 77 Pg 125
V00133	6/24/78	6/23/88	Jeanette B. Fowler, a widow	Township 45 North, Range 113 West, 6th P.M., Teton Co., WY. Section 26: Lots 6, 7, S/2SW/4, SW/4SE/4, NE/4SW/4 Section 34: NE/4SE/4, E/2NE/4 Section 35: N/2N/2, West 30 acres SW/4NE/4, S/2NW/4, NW/4NW/4SW/4 Section 36: Lots 1, 2, N/2NE/4	794.91	Bk 78 Pg 308

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Ratification Rental Stipulation
Designation of Depository

Lse #190675-000

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated March 21, 1972 from Jessie Jean Robbins and David W. Robbins, as lessor, to J. Donald Miller, as lessee, recorded in Book 48, page 190 of the Records of Sublette County, Wyoming, is owned by Conoco Inc., insofar as it covers the following described land in Sublette County, Wyoming, to-wit: Township 35 North, Range 111 West
Section 7: Lot 2, SE¼NW¼

TOWNSHIP 35 NORTH, RANGE 112 WEST	TOWNSHIP 36 NORTH, RANGE 112WEST
SECTION 1: Lots 1,2,3, SW¼NE¼, E½SW¼, W½SE¼	SECTION 36: ALL
SECTION 12: NE¼	

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 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 Conoco 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 March 21, 1980, 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
Jessie Jean Robbins ACCOUNT NUMBER: #1776-000137-22	$1,196.53		Crocker National Bank La Cumbre Plaza Office 15 South Hope Avenue Santa Barbara, CA 93105

173598

RECORDED Sept 13 1979 3:00 PM
IN BOOK 58 Oil & G PAGE 119
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

and that payment or tender, of the amount above set forth opposite his name, direct y 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 Conoco Inc., 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 13 day of August 1979.

Jessie Jean Robbins

David W. Robbins

When Recorded Please Return to:
CONOCO INC.
Mineral Lease Records
P. O. Box 1267
Ponca City, OK 74601

13-152 PB , 1-77

Ratification Rental Stipulation
Designation of Depository

STATE OF Calif)
) SS.
COUNTY OF Santa Barbara)

Before me, a notary public in and for said county and state, on this 13th day of December, 19 84, personally appeared Lucille M. Lewis and Ruth Lewis Hall,
to me known to be the identical person who executed the above instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

OFFICIAL SEAL
HELEN M. FORSTER
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
MY COMMISSION EXPIRES MAY 19 1987

Helen M. Forster
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 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

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT Robert M. Veal, 10478 Roberts Drive, Denver, Colorado, 80234

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 party (parties) in the amounts shown:

NAME	ADDRESS	PERCENTAGE
H.G. McChesney	1328 East 9th Street Okmulgee, Oklahoma 74447	0.8% of 8/8

176650

Filed for record the 15th day of August A.D. 1979 at 11:30 o'clock A.M. and recorded in Book 131 of Assignments, Page 121
ELSIE M. ERICKSON, COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Elsie M. Erickson Deputy

Being in all a total of an undivided 0.8% of 8/8 overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from United States Oil and Gas Lease W-8910, covering the following described lands situated in Sublette County, State of Wyoming.

Twp. 33N-Rge 114W, 6th P.M.
Section 7, W½

Twp. 33N-Rge 115W, 6th P.M.
Section 1, SW¼, S½NW¼
Section 12, W½, W½E½
Section 13, All

Containing 1520 acres more or less.

Executed on this 15 day of August, 19 79.

Assignor

Robert M. Veal
Assignor

State of Colorado)
) ss.
County of Denver)

Okla., Kans., New Mexico, Wyo., Neb., N. Dakota, S. Dakota, Montana, Colo., Utah.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 15th day of August, 19 79, personally appeared Robert M. Veal to me known to be the indentical 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 written.

My commission expires June 6, 1982 Emily Elizabeth Foster
Notary Public

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTIES OF TETON & §
SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That MARLINE OIL CORPORATION, 630 Two Allen Center of Houston, Texas 77002, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto ROBERT W. MEIER, 4537 Canyon Lane of Castle Rock, Colorado 80104, hereinafter called "Assignee", a net Overriding Royalty of 0.75% insofar and only insofar as said 0.75% Overriding Royalty Interest covers the E ½ SE¼, Section 30, Township 40 North, Range 110 West, Teton County, Wyoming, and a net Overriding Royalty of 0.6700% of all oil, and, or gas produced, saved and sold from said land covered by the oil and gas leasehold estate described in Exhibit "A" attached hereto and made a part hereof for all purposes and delivered unto the pipe line with which Assignor may connect the wells, free of costs to the said Assignee.

In the event said leases cover less than a full mineral interest in the lands described in Exhibit "A", then in such event, the Overriding Royalty Interest herein assigned shall be proportionately reduced.

The Overriding Royalty herein assigned shall be free and clear of all operating and development costs, but shall bear its proportionate part of all taxes.

This Assignment is made without warranty or recourse, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 1979.

176690

MARLINE OIL CORPORATION

BY: _____
A. B. Copland, Vice President
Exploration

FILED, Sept 18, 1979 8:30 AM
RECORDED IN BOOK 122 OF MISC
PAGE 122
Mary Lou Yokel COUNTY CLERK
BY MINERAL DEPUTY

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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared A. B. Copland, Vice President Exploration known to me to be a Vice President of MARLINE OIL CORPORATION, a corporation, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was signed and sealed on behalf of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of July, 1979.

Notary Public

My Commission Expires:

_____

"EXHIBIT A"

LEASE SCHEDULE

	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDING
[redacted] n Ridge	United States Of America W-20594	David A. Moore	Dec. 1, 1969	10 yrs.	T. 39 N., R. 110 W., Teton County, Wyoming 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	798.66	798.66	Not Recorded
[redacted] n Ridge	United States Of America W-20646	David A. Moore	Oct. 1, 1969	10 yrs.	T. 40 N., R. 110 W. Teton County, Wyoming Section 29: SW/4; SW/4 SE/4; SE/4 NW/4; W/2 NW/4 Section 30: All Section 31: Lot 1; E/2 NW/4; NE/4; N/2 SE/4; SE/4 SE/4 Section 32: All	1,981.54	1,981.54	Not Recorded
[redacted] n Ridge	United States of America W-20612	David A. Moore	Oct. 1, 1969	10 yrs.	T. 40 N., R. 111 W. Teton County, Wyoming Section 13: S/2 Section 14: SE/4 Section 24: All Section 25: NE/4; E/2 SE/4	1,360.00	1,360.00	Not Recorded
[redacted] on Ridge	United States of America W-20611	David A. Moore	Oct. 1, 1969	10 yrs.	T. 40 N., R. 110 W., Teton County, Wyoming Section 18: Lot 4 Section 19: Lots 1, 2, 3, 4; E/2 W/2; W/2 SE/4; SE/4 SE/4	459.15	459.15	Not Recorded
[redacted] on Ridge	United States of America W-20593	David A. Moore	Oct. 1, 1969	10 yrs.	T. 39 N., R. 110 W., Sublette County, Wyoming Section 4: SW/4 NW/4; W/2 SW/4;	160.00	160.00	Not Recorded
						4,759.35	4,759.35	

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Form No. LNH-2

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

Wyoming 9578

Prairie Publishing Co.
Casper, Wyoming

This Overriding Royalty Assignment, made this 7th day of September, 19 79, by and between

Hawthorn Oil Company

whose address is P. O. Box 2693, Casper, Wyoming 82602

hereinafter called ~~XXXX~~ assignor and John P. Ellbogen

P. O. Box 1928, Casper, Wyoming 82602

hereinafter called Assignee:

Witnesseth: Assignor is the owner of overriding royalty in

Whereas, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Oil and Gas Lease by the United States of America, dated December 1, 1967

bearing Serial No. Wyo. 9578, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

176740

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

Containing 1660.69 acres, more or less

This assignment of overriding royalty interest is to become effective from the first day of production.

NOW, Therefore, in consideration of the premises and the sum of Ten and More Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, its heirs and assigns, an overriding royalty interest of One and one-half percent of eight-eighths (1½% of 8/8ths)

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

All 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 from, 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.

HAWTHORN OIL COMPANY
By:
R. K. O'Connell President

ATTEST:
Secretary

~~XXX~~
Assignor

CORPORATE SEAL

State of WYOMING }
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 7th day of September, 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 Toni Wood acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7th day of September, A. D. 19 79

(SEAL)

DONNA BALDEN - Notary Public
County of Natrona
State of Wyoming
My Commission Expires May 9, 1983

Donna Balden
Notary Public.

My Commission expires May 9, 1983

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

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 .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, to-wit:

D-8610 — Oil and Gas Lease dated January 1, 1968, from The United States of America, as Lessor, to Paul T. Lafkas, as Lessee, bearing Serial Number W-10141, insofar and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming;

Township 35 North, Range 114 West
Section 26: NE/4

D-8610-1 — Oil and Gas Lease dated January 1, 1968, from The United States of America, as Lessor, to Paul T. Lafkas, as Lessee, bearing Serial Number W-60753, insofar and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming;

Township 35 North, Range 114 West
Section 24: Lots 1, 2, 3, 4, W/2E/2, SW/4

D-8611 — Oil and Gas Lease dated March 1, 1968, from The United States of America, as Lessor, to A. G. Andrikopoulos, as Lessee, bearing Serial Number W-11072, insofar and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming;

Township 35 North, Range 114 West
Section 32: SW/4

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 12th day of September, 1979.

DAVIS OIL COMPANY, a Partnership

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

By _____
Marvin Davis, Attorney in Fact

Acknowledgement on Page 2

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

On this 12th day of September, 1979, 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 executec 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
July 11, 1983

Form 3120-3 [redacted]
Eleventh Edition
(September 1968)

UNIT[redacted]TATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

For [redacted] No. 42-R0996

Office .....

Serial No. W-53959

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

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

OLXG- 49073360

File 49073360

1. Mr. [redacted] **Fred P. Blume**
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address

P. O. Box 504
(Number and Street)

Cheyenne, Wyoming 82001
(City, State, ZIP Code)

2. Land requested: State **Wyoming** County **Sublette** T. 30-N. R. 115-W 6th P. Meridian

All the bed of the Middle Piney Lake which is riparian to Lots 3,4,7,8 & 9 Section 7, and Lots 1,2,3,4 Section 8 of captioned township, the record meanders of which are as shown on attached description.

122.70
Total Area Acres

3. Land included in lease: State County T. : R. : Meridian

This lease embraces the area and the land described in item 2.

U. S. Geological Survey reports lands in lease within and adjacent to a known Geologic Structure on JUN 11 1979

Rental: $123.00
Acres Rental retained $ $123.00

(*Offeror does not fill in this block*) Total Area

4. Amount remitted: Filing fee $10, Rental $ 61.50, Total $ 71.50

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 246,080 acres of 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 options, offers to lease and leases in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations prescribed for an 43 CFR 3108.2. (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 the lands described herein.

6. Offeror [X is [ ] is not the sole party in interest in this offer and 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 any lease issued, this lease and any amendment thereto that may cover any land described in this offer open to lease application on the date this 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 this offer, is signed on 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 on 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 29th day of January, 19 76

Fred P. Blume
(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 Elmer W. Rose
(Signing officer)
Chief, Oil & Gas Section

Effective date of lease JUL 1 1979

JUN 14 1979
(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.

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.

The collection of information on this form is authorized by the Act of February 25, 1920, as amended, and the regulations of the Secretary of the Interior. The information will be used to determine whether the lease should be issued. Failure to provide the information may result in rejection of the offer to lease.

120

Clerical

T. 30 N., R. 115 W. (Cont'd)

All the bed of the Middle Piney Lake, which is riparian to Lots 3,4,7,8 and 9, Sec 7, and Lots 1, 2,3,4, Sec 8, T 30 N, R 115 W, 6th Prin Mer, Sublette County, Wyo, the Record Meanders of which are as follows:

Commencing at the Meander Corner of fractional Secs 7 and 8 on the S bank of the Middle Piney Lake, thence with the meanders along the NW slope of said lake, in Sec 8, N 59° 30' E 10.90 chains; thence N 60° E 5.40 chains; thence N 53° 15' E 4.20 chains; thence N 56° 30' E 3.90 chains; thence N 68° E 7.70 chains; thence N 31° E 4.60 chains; thence N 35° 30' E .50 chains; thence N 60° 30' E 5.00 chains; thence N 19° W 5.00 chains; thence N 84° 30' W 1.40 chains; thence N 40° 30' W 2.40 chains; thence N 24° 30' W 14.00 chains; thence S 48° 45' W 8.80 chains; thence S 55° 30' W 9.00 chains; thence S 50° 30' W 9.80 chains; thence S 59° 48' W 3.30 chains, to the meander corner of fractional Secs 7 and 8 on the N side of said lake; thence in Sec 7, S 57° W 7.00 chains; thence S 63° W 20.00 chains; thence S 40° 30' W 8.30 chains; thence S 63° 30' W 1.70 chains; thence S 86° 30' W 1.00 chains; thence S 76° W 5.00 chains; thence S 45° 45' W 4.40 chains; thence S 33° E 8.70 chains; thence S 89°30' E 2.50 chains; thence N 79° 15' E 10.60 chains; thence S 79° 15' E 2.10 chains; thence N 70° 15' E 2.20 chains; thence S 88° 45' E 3.70 chains; thence N 68° 15' E 7.00 chains; thence N 65° E 8.30 chains; and thence N 76° 30' E 1.09 chains to the meander corner of fractional Secs 7 and 8 on the south side of said lake, the point of beginning.

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, Wyoming 82601

anagement Agency *(name)*

idger National Forest
orest Service Building
deral Office Building
4 - 25th
den, Utah 84401

Address *(city, state, 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 thereof or otherwise affect the environment, hereinafter alled "surface disturbing operation," conducted by ssee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area l 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 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 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 9109-5 (August 1973)

GPO 843-758

This lease is issued pursuant and subject, to the extent applicable, 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 and criteria 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.

Date Signed

Signature

W 53959

All of the land in this lease is included in the bed of the Middle Piney Lake. Therefore, no occupancy of the land described in this lease is authorized. The lessee, however, may exploit the oil and gas resources in this lease by directional drilling from sites outside this case. If a proposed drilling site lies on land administered by the Bureau of Land Management, a permit for use of the site must be obtained from the BLM District Manager before drilling or other development work beings.

DATE SIGNATURE

176744

RECORDED
IN BOOK
FEES

[redacted] [redacted] [redacted]

01-04-W3-0213-1005-000-0

OIL AND GAS LEASE

to be effective July 10,197

THIS AGREEMENT, made and entered into the 20th day of June, 19 79, by and between John Schneider and Erika Schneider, husband and wife, 1167 Navaho, of Salt Lake City, Utah 84104 [illegible] lessor (whether one or more), and Mesa Petroleum Co. P. O. Box 2009, Vaughn Bldg., Amarillo, Texas 79105, hereinafter called lessee:

WITNESSETH: That lessor, for and in consideration of ----------Ten and more---------------- DOLLARS ($ 10.00 & more) in hand paid, receipt of which is hereby acknowledged, and [illegible] grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described [illegible] and other methods, drilling, mining, operating for and producing oil or gas, or both, including [illegible] gas, casinghead gas, casinghead gasoline, gas condensate (distillate) and any substance whether similar or dissimilar, produced in a gaseous state, together with [illegible] pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment and structures [illegible] of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface [illegible] rights and privileges necessary, incident to, or convenient for the economical operation [illegible] the production, saving and taking care of oil and gas and the injection of air, gas, water, brine [illegible] said land being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 29 North-Range 114 West
Section 2: $W\frac{1}{2}SW\frac{1}{4}$
Section 3: $N\frac{1}{2}SE\frac{1}{4}$

176793

RECORDED Sept 24, 1979 8:00 A.M.
IN BOOK 22 [illegible] PAGE 134
FEES $[illegible] [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible signature]

of Section XX, Township XX, Range XX, 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 [illegible] which lie in the section or sections herein specified.

For all purposes of this lease, said lands shall be deemed to contain 160.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXX~~ five (5) years from ~~this date~~ July 10, 1979 effective (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. [illegible] 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 [illegible] and this lease shall remain in force so long as such operations are continuously prosecuted, or if they result in production, so long thereafter as oil or gas is produced from the above described land.

In consideration of the premises lessee covenants and agrees:

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

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

If no well be commenced on said land on or before one year from the /effective date [illegible] this lease shall terminate as to both parties, unless lessee on or before such date shall pay or tender to lessor, or to lessor's credit in the Walker Bank and Trust Company Bank at Salt Lake City, Utah (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals) the sum of ----------One Hundred Sixty and no/100s------------------- DOLLARS ($ 160.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives [illegible] and the 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 [illegible] in accordance with the terms of this lease hereinafter set forth, of his right to receive rental [illegible] such payment [illegible] rental [illegible] depository, paid to persons other than the parties entitled thereto [illegible] lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, and 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 [illegible] 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 [illegible] with all or a portion of the leased premises into a unit for the drilling or operation of such well [illegible] 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 [illegible] 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 of or before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, ratably according to the surface acreage of each, and failure of the leasehold owner or lessee 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 abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land [illegible] 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 [illegible] zones or formations and substances pooled shall be set forth [illegible] "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective [illegible] such declaration is filed unless a later effective date is specified [illegible] royalties, lessor shall receive on production from an area so pooled [illegible] elsewhere herein specified [illegible] production from the land [illegible] covered by this lease which is pooled [illegible] acreage of the land covered by this lease which is pooled in the

[illegible] the consent of the surface lessee [illegible] the lessee [illegible] lien or other interest [illegible] dry hole, or the [illegible] gives the same as if said well were located [illegible] the pooled unit is not producing and no drilling [illegible] which comprise a part of such pooled unit be also terminated to some effect [illegible]

Lessee shall have the right to use, free of cost, oil, gas and water [illegible] Lessee shall have the right at any time to remove all machinery and fixtures placed [illegible] part of the surface of the leased premises shall without the written consent [illegible] location, construction or maintenance of structures, tanks, pits, roads, [illegible] or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the [illegible] be drilled nearer than 200 feet to any house or barn now on said premises [illegible] or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said land.

Lessor hereby warrants and agrees to defend the title to the [illegible] stated to be less than the entire fee or mineral estate, lessor's warranty [illegible] of any party claiming any interest in said land and exercise such rights as may be [illegible] any liability to lessor by reason thereof. Lessee shall have the right at [illegible] any mortgage, taxes or other liens on the leased lands, in the event of default of payment by lessor, and be subrogated to the rights [illegible] deducted from any amounts of money which may become due [illegible]

All express provisions and implied covenants of this lease shall be subject [illegible] shall not be terminated in whole or in part, nor lessee held [illegible] to breakdown of equipment or due to the repairing of a well [illegible] of this lease if such failure is the result of the exercise of governmental [illegible] ance, fire, explosion, flood or any other cause reasonably beyond the control [illegible]

This lease and all provisions thereof shall be applicable to and binding upon [illegible] in to lessor and lessee shall include reference to their respective successors [illegible] not execute this lease it shall nevertheless be binding upon the party or parties executing [illegible]

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

JOHN SCHNEIDER (SSN)

ERICA SCHNEIDER

STATE OF Utah
COUNTY OF Salt Lake } SS.

(Individual—Colorado - Utah)

On the 10th day of May, A.D. 19 82, personally appeared before me John Schneider and Erica Schneider, husband and wife, the signer s of the above instrument, who duly acknowledged to me that They executed the same. WITNESS my hand and official seal.

My commission expires: 7/9/82

Notary Public

Residing at: Salt Lake City

STATE OF
COUNTY OF } SS.

(Individual—Colorado - Utah)

On the day of , A.D. 19 , personally appeared before me , the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

My commission expires:

Notary Public

Residing at:

STATE OF
COUNTY OF } SS.

(Corporation—Colorado - Utah)

On the day of , A.D. 19 , personally appeared before me , who being by me duly sworn, did say that he is the President of , a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Residing at:

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.

By
County Recorder Deputy

AFTER RECORDING, RETURN TO: [redacted] [redacted] [redacted]

Form Approved by
Rev Feb 1, 1979

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 79- 0489

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

1. PERRY R. BASS
(Name of Applicant)
P.O. Box 2131
(Number and Street)
Denver, CO 80201
(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. 30 N., R. 107 W., 6th P.M.		T. ..... N., R. ..... W., 6th P.M.	
Enter here the Parcel Number applied for if on Simultaneous Filing List.	383	This lease embraces the area and the land described in item 2.	
Sec. 23 NW¼SW¼			
Total Area 40.00 Acres		Total Area ..... Acres	

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

Advanced Rental (To be computed at $1.00 per acre or fraction thereof) ..... $ 40.00

Total $ 55.00

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 19 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 16th day of July, 19 79.

Lessee PERRY R. BASS (Lessee Signature)

(Lessee Signature)

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

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

Signed on AUG 15 1979

EFFECTIVE DATE OF LEASE August 2, 1979

Examined:

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

By
Commissioner of Public Lands—Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

LEASE TERMS

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased, together with the right to construct and maintain thereupon works, buildings, plants, waterways, roads, communication facilities, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide at on commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, 2424 Pioneer Avenue, Cheyenne, Wyoming 82002.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year or succeeding the lease year in which actual discovery was made, an annual rental of Two Dollars ($2.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee notice prior of any rental payment.

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

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

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

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of value of natural gasoline the fair cost of extraction shall be considered as a deductible item, provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural gasoline extracted therefrom only one royalty shall be due except in the event the residue or dry gas shall be processed so that it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes on the land and, except as to the ultimate sale thereof, natural hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(f) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons as, from or the premises where produced, at the option of the lessor, and in lieu of said royalties in kind the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred substances. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(g) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in accordance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep [illegible] records and reports pertaining to the [illegible] of the land herein leased as well as those [illegible] to the production from offset wells operated by the [illegible] or subleasees, or other lands which shall [illegible] of oil or gas [illegible] destruction of any duly [illegible] agent of the [illegible]

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural gas, gasoline and other products produced and sold from the land hereon 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 payments on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon contiguous or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

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

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

(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 reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee or 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 competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased hereby. All plans or methods for the purpose of stimulation 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 binding, restricting, penalizing, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or penalize the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(l) DILIGENCE - PREVENTION OF WASTE. To exercise reasonable diligence in drilling, production and operation of wells on the land covered hereby, and to carry on and be responsible for operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees, to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby unless to protect against drainage by wells drilled on land not belonging less than 200 feet from the property lines thereof, to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replacing and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other remedies herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense, to abide by and conform to valid applicable regulations prescribed to protect from the owner of the surface of other persons the lessee or lessee of grazing rights thereof for actual damages the value of injury to improvements thereon, provided that the lessee shall not be held responsible for acts of prevention or damages beyond his control.

(m) TAXES AND WAGES - FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming, to accord investments, oil and gas produced from the land hereunder or other rights, property or assets of the lessee to accord full and free and employees complete freedom of purchase and to pay all wages due workmen and employees, and to comply with the laws of the State of Wyoming.

(n) STATE AND FEDERAL REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Conservation Act Laws.

(o) ASSIGNMENTS OF LEASE - PRODUCTION AGREEMENTS. Not to assign this lease or an interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the same. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and burdensome and detrimental to the proper development of the lease lands.

(p) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises with all permanent improvements thereon in good order and condition in case of forfeiture of this lease [illegible] shall not be considered to [illegible] improvements [illegible]

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners, insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, so long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The leased lands will not be committed to a unit plan of development. If the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e), below.

(d) The right to alter or modify the quantity and rate of production to which lessee may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(e) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e. purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 681 B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or false representation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease, and the lessor may re-enter and take possession of said premises or any part thereof, but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said land as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at such later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on any land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition satisfactory to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lessor as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon and every benefit thereof shall inure to the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This [illegible] issued by virtue of and for the authority conferred by [illegible] the State and [illegible] Wyoming, [illegible] Wyoming Statutes [illegible] and [illegible]

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, Oscar E. Swan, 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 & Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in the Pioneer Building, 2424 Pioneer Avenue, of Cheyenne, Wyoming on this 15th day of August, A. D. 1979.

Oscar E. Swan

OSCAR E. SWAN
COMMISSIONER OF PUBLIC LANDS

176794

[illegible] 12:22 Sworn
[illegible] BE 136
[illegible] COUNTY CLERK
[illegible] SWEETWATER COUNTY [illegible] ROCK SPRINGS, WYOMING

[illegible]

W-3697

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That MOUNTAIN FUEL SUPPLY COMPANY does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas purposes dated July 16, 1974 and executed by Robert A. Springman and Wilda Springman, husband and wife as lessor(s), which lease is shown in the records provided by law for the recording of instruments relating to real property in Sublette County, State of Wyoming, in Book 50 Oil and Gas Leases, Page 694, insofar as said lease covers the following described land in said County and State, to-wit:

Township 30 North - Range 113 West, 6th P.M.

Section 19: Lot 4
30: Lots 1,2,3,E½NW¼,NE¼SW¼,W½E½

Containing 455.34 acres, more or less

IN WITNESS WHEREOF, C. G. Cookson has caused this instrument to be executed this 17th day of September, 19 79.

MOUNTAIN FUEL SUPPLY COMPANY

_____
Attorney-in-Fact

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On this 17th day of September, 19 79, before me personally appeared C. G. Cookson known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

R. E. HUFF NOTARY PUBLIC STATE OF UTAH

My Commission Expires: Jan 12, 1981

_____
Notary Public R. E. Huff

176819

RECORDED Sept. 25, 1979 1:30 P.M.
BOOK 50 Oil & Gas PAGE 139
COUNTY CLERK
SUBLETTE COUNTY, KEMMERER, WYOMING

[redacted] ASSIGNMENT [redacted] AND GAS LEASES [redacted]

KENAI OIL AND GAS INC. of Energy Center One, Suite 2000, 717 Seventeenth Street, Denver, Colorado, 80202

hereinafter called "Assignor," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid to Assignor by Gulf Oil Corporation, P. O. Box 2619, Casper, Wyoming 82602
hereinafter called "Assignee," the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and assign to Assignee, without warranty of title either express or implied, all of Assignor's right, title and interest in, to and under the oil and gas leases (said leases) described on Exhibit "A" attached to this Assignment and made a part hereof.

Assignor reserves an overriding royalty of four and one-half percent of eight-eighths(4.5% of 8/8ths) of all oil, gas and other hydrocarbons produced, saved and marketed from the said leases. In the event the leasehold in said leases covers less than the entire oil and gas leasehold estate, then the said four and one-half percent (4.5%) overriding royalty interest shall be paid in the proportion that the interest in the leasehold bears to the entire leasehold interest. This overriding royalty and all other terms and conditions of this Assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors and assigns for said leases.

Assignee, by its acceptance of the Assignment, agrees that, if it ever desires to surrender all or any part of the interest herein assigned, it will notify Assignor of such desire at least thirty (30) days in advance of the anniversary date specified in the leases. Assignor shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of such interest. Any election to take a reassignment so made by Assignor must be delivered to Assignee by registered mail within the specified time. Assignee will deliver to Assignor an Assignment prior to the anniversary date of the lease if Assignor makes such an election. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee.

This Assignment shall be binding upon and inure to the parties hereto, their successor and assigns

EXECUTED this 30th day of July, 1979.

ATTEST: KENAI OIL AND GAS INC.

Patrick J. DeNiro, Assistant Secretary (SEAL)

BY: Joseph R. Mazzola, Vice President

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

The foregoing instrument was acknowledged before me this 30th day of July, 1979 by Joseph R. Mazzola, as Vice-President of Kenai Oil and Gas inc.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

176961

Sep 20 1979 11:00 AM
PAGE 146
COUNTY CLERK
WYOMING

146

EXHIBIT "A"

Attached to and made a part of Assignment dated July 30, 1979 by and between KENAI OIL AND GAS INC., Assignor, and Gulf Oil Corporation, P. O. Box 2619, Casper, Wyoming, Assignee.

1W-2321-1

8-52895-00

Oil and Gas Lease dated January 29, 1979 from Estate of Margaret Conwell, c/o Ralph Conwell, Lessor, to Kenai Oil and Gas Inc., recorded in Volume 57 O&G on page 227 of the records of Sublette County, covering the following described land in Sublette County, Wyoming:

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: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$

Containing 5,218.80 acres, more or less.

12W-2321-2

8-52895-01

Oil and Gas Lease dated Decemver 18, 1978 from Mary O'Neil Meeks, Lessor, to Kenai Oil and Gas Inc., recorded in Volume 57 O&G on page 152 of the records of Sublette County, covering the following described land in Sublette County, Wyoming:

(Same as above)

12-W-2321-3

8-52895-02

Oil and Gas Lease dated December 18, 1978 from Joan R. Wilhite, et vir,Lessor, to Kenai Oil and Gas Inc., recorded in Volume 57 O&G on page 156 of the records of Sublette County, covering the following described land in Sublette County, Wyoming:

(Same as above)

12-W-2321-4

8-52895-03

Oil and Gas Lease dated December 18, 1978 from Cornelia M. Jewett Robinson, Lessor, to Kenai Oil and Gas, Inc. recorded in Volume 57 O&G on page 154 of the records of Sublette County, covering the following described land in Sublette County, Wyoming:

(Same as above)

12-W 2321-5

8-52895-04

Oil and Gas Lease dated December 18, 1978 from Edith Barp, et vir, Lessor, to Kenai Oil and Gas Inc., recorded in Volume 57, O&G page 150 of the records of Sublette County, covering the following described land in Sublette County, Wyoming:

(Same as above) (Re-recorded in Volume 57, page 229)

6W-2321-6

8-52895-05

Oil and Gas Lease dated March 21, 1979 from Jackie Mae Martin formerly Jackie Mae Pinson, et vir, Lessor, to Kenai Oil and Gas Inc., recorded in Volume 57 O&G page 401 of the records of Sublette County, covering the following described land in Sublette County, Wyoming:

(Same as above)

[redacted] EX[redacted]A" [redacted]

Attached to and made a part of Assignment dated July 30, 1979 by and between KENAI OIL AND GAS INC., Assignor, and Gulf Oil Corporation, Assignee.

6W-2321-7

8-52895-06

Oil and Gas Lease dated March 21, 1979 from Marian G. Pinson, Lessor, to Kenai Oil and Gas Inc. recorded in Volume 57 O&G on page 277 of the records of Sublette County, covering the following described land in Sublett County, 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.

5-W-2321-8

8-52895-07

Oil and Gas Lease dated February 22, 1979 from Milton Bennett, et ux, Lessor, to Kenai Oil and Gas Inc. recorded in Volume 57 OG& on page 550 of the records of Sublette County, covering the following described land in Sublett County, Wyoming:

(Same as above)

6W-2321-9

8-52895-08

Oil and Gas Lease dated March 21, 1979 from Violet Pinson, Lessor, to Kenai Oil and Gas Inc. recorded in Volume 57 O&G on page 484 of the records of Sublette County, covering the following described land in Sublett County, Wyoming:

(Same as above)

# #

ASSIGNMENT OF OVERRIDING ROYALTY

Serial No. W-67299

KNOW ALL MEN BY THESE PRESENTS:

That Theodore Chapekis, hereinafter called "Assignor" for and in consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledge does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Melbourne Concept, Inc., 2959 Genesee Street, Buffalo, New York 14225, hereinafter called "Assignee", its successors and assigns an undivided one-third (33-1/3) PERCENT interest in that certain production payment reserved by "Assignor" in Assignment of Oil and Gas Lease dated December 1, 1978, to Transcontinent Oil Company, 1050 First Nat'l Bnk. Bldg., Denver, Color., in which "Assignor" herein reserved an Overriding Royalty of 5% of all Production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" also agrees to assign an undivided one-third (33-1/3%) PERCENT interest in any Assignment or Reassignment to which he might become entitled under such provisions in the Assignment to Transcontinent Oil Company detailed above.

Lands involved in this Assignment are situated in Sublette County, State of Wyoming To Wit:

Township 28N; Range 111 W; 6th P.M.
Sec. 3: S½NE¼, SE¼
Containing 240.00 acres, more or less

And containing 240 acres, more or less.

Dated this 20 day of Sept., 1979

Theodore Chapekis
Assignor Theodore Chapekis

4724 Walnut Lake Road
Address

Birmingham, Michigan 48010
City State

Assignor

176924

RECORDED Sept. 20 1979 9:20 AM
IN BOOK 57 of Misc. PAGE 143
FEES $ 2.00 Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Acknowledgement

State of Michigan :
County of Oakland: ss.:

The foregoing instrument was acknowledged before me this 20th day of Sept., 1979 by Theodore Chapekis

Leissa A. Orzel, Notary Public
Oakland County, Michigan
My Commission Expires July 10, 1983

My Commission expires: _____

Notary Public

NORTHWEST PIPELINE CORPORATION

TO: Adobe Oil & Gas Corporation
1100 Western United Life Building
Midland, Texas 79701

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Adobe Oil & Gas Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated August 28, 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.

176936

RECORDED December 19 22 3:40 M
IN BOOK 28 Misc PAGE 144
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McPhee

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 28th day of August 1972.

NORTHWEST PIPELINE CORPORATION

ATTEST: Barbara Moreno

ASSISTANT SECRETARY

By R. D. Kouri

Adobe Oil & Gas Corporation

ATTEST:

H. R. Holcomb, Assistant Secretary

By _____

M. D. Rogers, Senior Vice President

STATE OF Utah

COUNTY OF Salt Lake

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 28th day of August, 1972.

Lynn Jackson
Notary Public
Residing at Holladay, Utah

My Commission Expires 7-27-73

STATE OF Texas

COUNTY OF Midland

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. L. Lyon, 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 13th day of August, 1972.

Linda M. Miller
Notary Public
Residing at Midland Co., Tx.

My Commission Expires 6/1/73

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

ADOBE OIL & GAS CORPORATION

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
Township 29 North - Range 112 West					
Section 17:	N/2 NE/4 SW/4 NE/4 NW/4 SE/4	160	11.25%		
	Shallow Rights to 4062'				
Section 17:	SE/4 NE/4 NE/4 SE/4	80	11.25%		
	Shallow Rights to 4062'				
Section 17:	SE/4 SE/4	40	11.25%		
	Shallow Rights to 4335'				
Section 16:	SW/4 NW/4 W/2 SW/4 SE/4 SW/4	160	22.50%		

[redacted] [redacted] W- [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That MOUNTAIN FUEL SUPPLY COMPANY does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas purposes dated June 4, 1971 and executed by Robert A. Springman and Wilda Springman as lessor(s), which lease is shown in the records provided by law for the recording of instruments relating to real property in Sublette County, State of Wyoming, in Book 47 Oil and Gas Leases, Page 63, insofar as said lease covers the following described land in said County and State, to-wit:

Township 30 North - Range 114 West, 6th P.M.
Section 25: NE¼,NE¼NW¼,E½SE¼

Containing 280.00 acres, more or less

IN WITNESS WHEREOF, C. G. Cookson has caused this instrument to be executed this 26th day of September, 19 79.

MOUNTAIN FUEL SUPPLY COMPANY

C G Cookson

Attorney-in-Fact

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On this 26th day of September, 19 79, before me personally appeared C. G. Cookson known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

R. E. [illegible]
NOTARY PUBLIC
Commission Expires
Dec. 12, 1983
STATE OF UTAH

Notary Public

My Commission Expires:

176940

RECORDED Dec 3, 1979 7:42 M
IN BOOK 58 Oil & Gas PAGE 148
FEES $4.00 Paid
SUBLETTE COUNTY CLERK, PINEDALE, WYOMING
Sylvia Ann Whitmire

148

RIGHT OF WAY AND EASEMENT

129

STATE OF WYOMING

COUNTY OF LINCOLN

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 or 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.
Tract 44;	22	28 North	113 West, 6th P.M.	

176964

RECORDED NO. 01024

TITLE CORPORATION

WITNESS THE EXECUTION HEREOF THE 25 DAY OF September 1979, A.D.

YOSE CATTLE COMPANY

by [redacted]
Witness to Signature(s)

By: [redacted]
Walter C. Yose, Jr., President

Attest: [redacted]
Secretary

Project Name: Big Piney G.S.
Belco-Mills #1-22

16103 Dwg. No. 6A761.0-10-1

R/W [redacted] Grant No. 1 [redacted]

FORM NWP 1080-2 (1-72)

[redacted] (Corporate Ac[redacted]ment for Wyoming) [redacted]

STATE OF WYOMING

COUNTY OF LINCOLN

On this 25 day of [illegible], 1980, before me appeared

Walter C. Yose, Jr. to me personally known, who being by me duly sworn,

did say that he is the President of Yose Cattle Company

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

[illegible]
Notary Public in and for [illegible]
County, State of [illegible]

My commission expires:
Aug. 8, 1980

FORM NWP 1091 1 (2-74)

REGISTER NO. 01024

137

Form 4–1175
(December 1960)

Facsimile Reproduction
Discover Graphics Corp.
1013 Evans Ave.
Cheyenne, Wyo. 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
W-46976

Effective Date of Base Lease
October 1 1974

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

CHEVRON U.S.A. INC.
P. O. Box 599 (Name)
Denver, Colorado 80201
(Address)

e record title interest in and to such lease as specified below: without warranty of title, either express or implied

Lands affected by this assignment: Sublette County, Wyoming
Township 36 North, Range 109 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, E½NW¼, SE¼ Section 34: SW¼
Section 33: E½NE¼, SE¼ Containing 766.60 acres, more or less

e Assignee herein, its successors or assigns, elects to surrender this lease or intends low same to terminate by non-payment of rental, as to all or any part of the lands ed hereby, he will so advise the herein Assignor in writing at least sixty (60) days e the next rental date. If the Assignor elects in writing or by telegram within thirty days after receipt of such advice to receive assignment of the lease, or the portion of which the Assignee proposes to surrender, the Assignee shall promptly deliver such nment in proper form to the Assignor, free and clear of all encumbrances created by or gh the Assignee.

aving taken any reassignment of said lease as to any land, Assignor shall fail, for a period irty (30) days following the delivery of said reassignment to him, to file said reassignment the Bureau of Land Management for approval, together with a proper showing of the qualifica- of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee notwithstanding said reassignment, surrender to the United States said lease as to the land so igned.

thstanding any other provision herein contained, either express or implied, Assignee's obliga- under the reassignment clause shall cease and terminate sixty (60) days prior to the end of rimary term of said lease provided however in the event that the primary term of said lease is ded by application of CFR Title 43, Chapter II, Subpart 3107 or for any other reason, then nee's duty to offer Assignor a reassignment, as set forth hereinabove, will apply for the ion of such extension.

Interest of assignor in above-described lands 100%

Extent of interest conveyed to assignee 100%

Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*

Four and Three-Fourths Percent (4-3/4%) of One Hundred Percent (100%)

Overriding royalties or production payments previously reserved *(State percentage only)* One-Fourth of One Percent (¼ of 1% of 100%)

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

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's nowledge and belief.

Executed this 12th day of June, 19 79.

Filed for Record at 1529 P.M. SEP 6 1979
in Book 58 Misc. Page 151
Records of Sublette County, Wyoming
By Dorothy Whitmore

177003

A. G. Andrikopoulos, a single man
(Assignor's signature)

Social Security No: 520-30-2123

P. O. Box 788 - Cheyenne, WY 82001
(Address)

Assignment approved effective:

JUL 1 1979
(Date)

THE UNITED STATES OF AMERICA

By [signature]
(Signing Officer)

ACTING Chief, Oil & Gas Section
(Title)

SEP 7 1979

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

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is 21 years of age or over, and is a citizen of the United States: ☐ Native Born ☐ Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* _____

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

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

4. Assignee ☑ is ☐ is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

5. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

Executed this 15 day of June, 1979.

This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this Assignment.

CHEVRON U.S.A. INC.

By M F Nuttel Assistant Secretary
(Assignee's signature)

P. O. Box 599, Denver, CO 80201
(Address)

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

STATE OF Wyoming }
COUNTY OF Laramie } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of June, 1979, personally appeared A. G. Andrikopoulos, a single man

and

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

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

Estelle C. Haefele - Notary
LARAMIE WYOMING
My commission expires July 15, 1979

My Commission Expires: July 15, 1979

Estelle C. Haefele
Estelle C. Haefele Notary Public

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared M. F. Nuttel 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 at 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 15th day of June, 19 79.

My commission expires:
My Commission Expires: [illegible]

Notary Public

CW-241-1 (D 6/71)

1-12

153

R-109 A & B

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-01425

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That THOMAS G. DOROUGH TRUST PARTNERSHIP, P.O. Box 1196, Englewood, Colorado 80150

....., 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
THOMAS G. DOROUGH FAMILY TRUST PARTNERSHIP	P.O. Box 1196 Englewood, Colorado 80150	5/6 of 1%

177005

Act 5
55 Acres
6th P.M.
Lincoln Co. Idaho

My Record
153

Being in all a total of an undivided 5/6 of 1%

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

Township 27 North, Range 113 West, 6th P.M.
Sec. 7: E½W½, Lots 1, 2, 3, 4
Sec. 18: E½W½, Lots 1, 2, 3, 4
Sec. 19: E½W½, Lots 1, 2, 3, 4, & E½

Containing 1252.96 acres, more or less.

WITNESS our hands this 1st day of July, 19 79

Witnesses:

THOMAS G. DOROUGH TRUST PARTNERSHIP

BY: Thomas G. Dorough
Thomas G. Dorough, Partner

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

On the 1st day of July, 19 79, before me personally appeared Thomas G. Dorough, Partner of the THOMAS G. DOROUGH TRUST PARTNERSHIP, the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
July 29, 1980

Notary Public
Residing in Denver, Colorado

OIL & G[redacted]M NO. 8
PETROL[redacted]VESTMENT COMPANY

[redacted] [redacted] [redacted]

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT O[redacted]
OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent as follows:

1. Each of undersigned is more than [illegible] a natural born citizen of the United States over the age [illegible]

2. The interest [illegible] the undersigned in oil and gas leases and [illegible] thereon including options, thereon or pertaining [illegible] State of _____, [illegible] affected by the foregoing royalty assignment [illegible] 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 87½ percent, subject to the limitation [illegible] including 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:

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Evanston 025949

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That THOMAS G. DOROUGH TRUST PARTNERSHIP
Englewood, Colorado 80150 (P.O. Box 1196)

....., Assignor (whether one or more) for the sum of T n Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is ereby 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
THOMAS G. DOROUGH FAMILY TRUST PARTNERSHIP	P.O. Box 1196 Englewood, Colorado 80150	27/32 of 1%

177086

Being in all a total of an undivided 27/32 of 1% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 114 West, 6th P.M.
Sec. 12: E½, E½SW¼, SE¼NW¼
Sec. 13: W½, W½E½

Containing 920.00 acres, more or less.

WITNESS our hands this 1st day of July, 1979

Witnesses:

THOMAS G. DOROUGH TRUST PARTNERSHIP

By: Thomas G. Dorough
Thomas G. Dorough, Partner

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

On the 1st day of July, 19 79, before me personally appeared Thomas G. Dorough, Partner of the THOMAS G. DOROUGH TRUST PARTNERSHIP the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
July 29, 1980

Notary Public
Residing in Denver, Colorado.

OIL & GAS FORM NO. 8
PETROL[redacted]ESTMENT 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 _____, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

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

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

Witness: Assignee:

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

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

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

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

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

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

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

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

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

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

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

ROYALTY ASSIGNMENT

This assignment made and entered into this 28th day of September , 19 79 ,

by and between ROBERT N. ENFIELD and wife, MONA L. ENFIELD, P. O. Bo 2431, Santa Fe, New Mexico 87501 herein referred to as assignor, (whether one or more) and TRES NINOS TRUST, P. O. Box 2431, Santa Fe, New Mexico 87501 and SANTA FE PREPARATORY SCHOOL, 1101 Camino Cruz Blanca, Santa Fe, New Mexico 87501

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to Tres Ninos Trust (3%) Santa Fe Preparatory School (1%) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette , State of Wyoming to-wit:

Township 36 North, Range 113 West, 6th Prin. Mer.

Section 18: Lots 1, 2, 3, 4, E½, E½W½
Section 19: Lots 1, 2, 3, 4, E½, E½W½
Section 30: Lots 1, 2, 3, 4, E½, E½W½
Section 31: Lots 1, 2, 3, 4, E½, E½W½

Containing 2473.52 acres, more or less

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Robert N. Enfield , as lessee, bearing No. W-61420 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

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

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

Robert N. Enfield

Mona L. Enfield

STATE OF New Mexico
County of Santa Fe } ss.

On this 28th day of September , 19 79 , before me personally appeared Robert N. Enfield and wife, Mona L. Enfield to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that he y executed the same as their free act and deed.

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

My commission expires May 10, 1982

Notary Public

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 9th day of October A. D., 19 79 at 9 o'clock; a m., and duly recorded in Book 58 Page 157 of the Deed records,

County Clerk of said County.
Lara J Yuke
County Clerk
By Dorothy McClure , Deputy.
Rec. No. 177041 Fees, $ 4.25

Return to

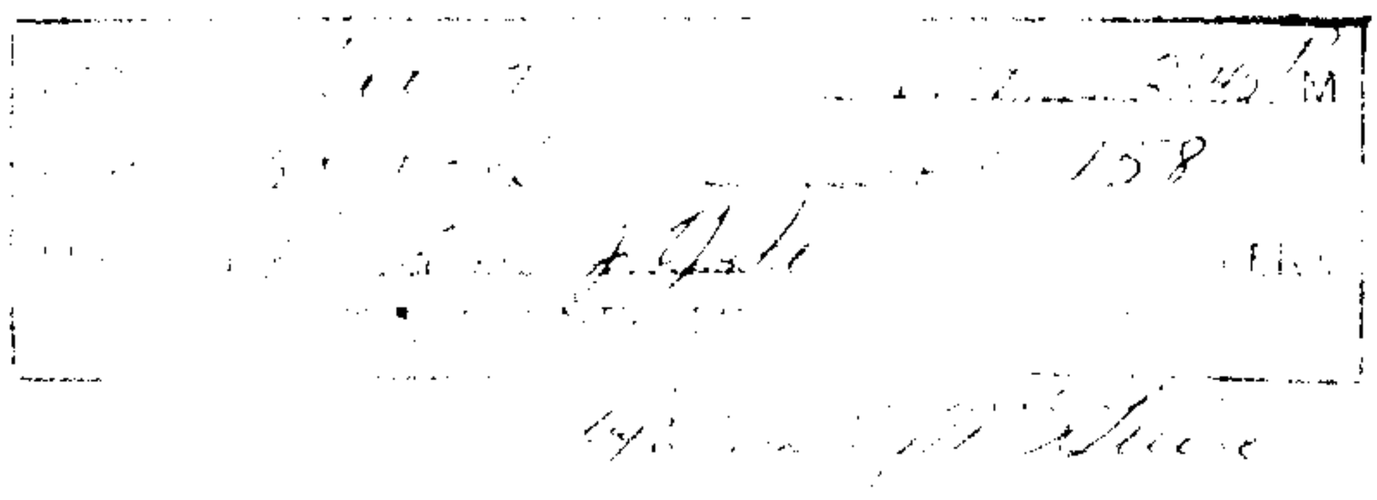
CONVEYANCE

THIS CONVEYANCE effective as of June 15, 1979, at 7:00 a.m. local time as determined with respect to each locality in which any particular property is situated (the "Effective Time"), is from UV INDUSTRIES, INC., a Maine Corporation, (hereinafter referred to as "Grantor"), to TENNECO OIL COMPANY, a Delaware Corporation, (hereinafter referred to as "Grantee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells, conveys, transfers and delivers unto Grantee the following (hereinafter referred to as "Subject Properties"):

(a) The oil and gas leases, the oil, gas and mineral leases, leasehold interests, fee royalty and mineral interests, overriding royalty interests, payments out of production, the operating rights and the other interests, all of which are specifically described in Exhibits "A" to "F" inclusive and Exhibit "H" attached hereto and made a part hereof (herein called the "Exhibits"); subject, however, to the burdens, restrictions, exceptions, reservations, conditions, limitations, charges, encumbrances, agreements and other matters, if any, set forth in the Exhibits;

177081



(b) All of Grantor's interest and estate in and to all wells, well and leasehold equipment and fixtures situated on the lands described in the Exhibits and held by Grantor for use in connection with the properties described or referred to in the Exhibits;

(c) All of Grantor's interest and estate in, to and under or derived from any contract, pooling agreement, unit agreement, or cooperative plan for development which presently pertains to or is appurtenant to any of the properties described or referred to in the Exhibits;

(d) All of Grantor's interest and estate in, to and under all surface leases, easements, permits, licenses, servitudes and rights-of-way (but not including fee surface interests; all fee surface interests of Grantor being expressly excepted from this conveyance and reserved to Grantor) pertaining to or appurtenant to the development and operation of the properties described or referred to in the Exhibits; and

(e) All of Grantor's lease files, land files, well files, gas purchase contract files, gas processing files, division order files, abstracts, title opinions, seismic records and surveys, gravity maps, electric logs, geological and geophysical

prospect maps, geological base maps and all other books, files and records of Grantor (other than accounting books, files and records and tax returns), and copies of such accounting books, files and records of Grantor as Grantee shall request, insofar as they pertain to the ownership or operation of the properties described or referred to in Sections (a), (b), (c) and (d) above.

Grantor does hereby, for itself, its successors and assigns, warrant and agree to forever defend the title to the Subject Properties against every person whomsoever now or at any time hereafter lawfully claiming the same, or any part thereof, by, through or under Grantor but not otherwise, and Grantee, its successors and assigns, is hereby substituted and subrogated to the rights of Grantor under warranties of title heretofore made to or by Grantor's predecessors in title; provided, however, that, notwithstanding the foregoing, Grantor makes no warranty, express or implied, with respect to the properties listed in Annex I hereto; and provided further that GRANTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS, EQUIPMENT, FIXTURES AND OTHER GOODS, IF ANY, FORMING A PART OF THE SUBJECT PROPERTIES, INCLUDING BUT NOT LIMITED TO MAKING NO WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Grantor agrees to execute and deliver to Grantee such other conveyances, instruments, notices, releases and other documents as may be necessary more fully to assure to Grantee all of the rights, titles, interests and estates herein conveyed or intended so to be conveyed.

Separate conveyances of certain of the Subject Properties described in Exhibits "A" and "E" shall be executed by Grantor to Grantee, in sufficient counterparts, and on approved forms, to satisfy applicable statutory and regulatory requirements (including, but not limited to, the recording statutes of the State of New Mexico). Said conveyances shall be deemed to contain all the exceptions, reservations, rights, titles, powers, privileges, terms and conditions set forth herein as fully as though the the same were set forth in each such conveyance. The Subject Properties, or any part thereof, conveyed by such separate conveyances are not in addition to the Subject Properties conveyed herein.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Conveyance to be duly executed in multiple counterparts this 2nd day of October of 1979, effective as of the Effective Time. To facilitate recordation, there is omitted from certain counterparts of this Conveyance those properties described herein which contain specific descriptions of property located in recording

jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded, provided that an executed counterpart of this Conveyance containing a full text of the Exhibits is on file at the office of Tenneco Oil Company, Tenneco Building, Houston, Texas. Each of the executed counterparts hereof shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Conveyance.

ATTEST:

Seymour Horwitz, Secretary

UV INDUSTRIES, INC.

By
William P. Ahern
Vice President - Finance

GRANTOR

THE STATE OF UTAH)
COUNTY OF SALT LAKE)

On October 2, 1979, before me, the undersigned Notary Public, personally appeared William P. Ahern, Vice President-Finance of UV INDUSTRIES, INC., a Maine Corporation, who by me being duly sworn, did say that the seal affixed to the within instrument is the corporate seal of said corporation and acknowledged the execution of said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation, and that said corporation executed said instrument for the purposes and considerations therein stated 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:
June 15, 1983

Linda A. Grant
Notary Public in and for the
State of Utah
Residing at Salt Lake City, Utah

EXHIBIT E

INTRODUCTION TO EXHIBIT E

Each oil and gas lease listed in this Exhibit is described by reference to the Lessor in such lease and the date of such lease, which information is set forth in the columns entitled "Lessor" and "Date" respectively. Each lease from a governmental body is further described by reference to the serial number of such lease. Each lease from a Lessor which is not a governmental body is further described by reference to the recordation of such lease in a particular volume and page of the records in the county in which the lands covered by such lease are located (such recordation information appearing in the column entitled "Recorded"); some leases from governmental bodies are similarly further described by such a reference to the recordation of the lease in the county records. The interest in each lease being conveyed in this Conveyance is all of the right, title and interest of UV Industries, Inc. ("UV") in and to such lease insofar as it covers the lands described in this Exhibit. The gross acres and net acres figures specified in this Exhibit in connection with the respective leases are for the convenience of Grantee only and are not intended to define the interest being conveyed in such lease.

The leases described in this Exhibit E are subject to (in addition to any matters shown in this Exhibit) all production sales agreements, joint operating agreements, farmout agreements, pooling and unitization agreements, service agreements, seismic agreements, and similar type agreements which were entered into by UV in the ordinary course of UV's oil and gas business and which are reflected in the files of UV, and further subject to reservations or conveyances of record of overriding royalties by UV's predecessors in title.

EXHIBIT OF PROPERTIES

NON-PRODUCING LEASEHOLDS

AO	UNIQUE IDENTIFIER FUN	PFX	PROP	SUB	STATE	COUNTY	AGM'T DATE RECORDED	NET ACRES	ORIGINAL LESSOR/GRANTOR
3	03		101016		WYOMING	SUBLETTE	10-2-71	640.00	COMMISSIONER OF PUBLIC LANDS #71-14734
UVI#906			*TWP-32/RNG-112W/SEC-16/ SEC-16-640.00 ACS, ALL/ ACRES-640.00-TOTAL/						
3	03		101017		WYOMING	SUBLETTE	2-2-73	640.00	COMMISSIONER OF PUBLIC LANDS #73-18690
UVI#1006			*TWP-33N/RGE-113W/SEC-16/ SEC-16-640.00 ACS, ALL/ ACRES-640.00-TOTAL/						
3	03		101018		WYOMING	SUBLETTE	7-1-74	350.90	BUREAU OF LAND MANAGEMENT #W-45844
UVI#1087			*TWP-36N/RGE-112W/SEC-2,3/ SEC-2-LOTS 3,4,SW/4 NE/4,S/2 NW/4/ SEC-3-LOTS 1,2,S/2 NE/4/ ACRES-350.90-TOTAL/						
3	03		101019		WYOMING	SUBLETTE	2-2-75	640.00	COMMISSIONER OF PUBLIC LANDS #75-19569
UVI#1099			*TWP-29N/RGE-107W/SEC-36/ SEC-36-640.00 ACS, ALL/ ACRES-640.00-TOTAL/						
3	03		101020	01	WYOMING	SUBLETTE	2-1-70	321.32	BUREAU OF LAND MANAGEMENT #W-22668
UVI#842-A			*TWP-31N/RGE-113W/SEC-6/ SEC-6-642.63 ACS, LOTS 1,2,3,4,5,6,7, S/2 NE/2,SE/4 NW/4,E/2 SW/4,SE/4/ ACRES-642.63-TOTAL/						
3	03		101095		WYOMING	SUBLETTE	12-1-77	1280.00	BUREAU OF LAND MANAGEMENT #W-61428
UVI#1135			*TWP-36N/RGE-114W/SEC-26,35/ SEC-26-640.00 ACS, ALL/ SEC-35-640.00 ACS, ALL/ ACRES-1280.00-TOTAL/						

EXHIBIT F

INTRODUCTION TO EXHIBIT F

This Exhibit F contains the descriptions of certain overriding royalty interests which are part of the Subject Properties which are referred to in the foregoing Conveyance.

The recitations in the specific descriptions of those Subject Properties described in this Exhibit that certain of them are subject to particular agreements or other instruments shall not operate to subject any such interest to, nor constitute recognition of the validity of, any such agreement or other instrument except to the extent that such agreement or other instrument is valid, presently subsisting and in full force and effect with respect to such interest, or portion thereof. The net interest in production and working interest figures set forth in this Exhibit in connection with the respective descriptions of the Subject Properties are included for the convenience of Grantee only and shall not enlarge or diminish the Subject Properties as described herein; should a conflict exist between such figures set forth in connection with a particular Subject Property and the description of such Subject Property, the language of such description shall control.

EXHIBIT I

SUBLETTE COUNTY, WYOMING

McDONALD (UVI No. 73)

An overriding royalty equal to .0500 of all the oil, gas, casinghead gas and other hydrocarbons and minerals in, under and that may be produced, saved and marketed from the following described land located in Sublette County, Wyoming:

T27N, R103W
Section 21: SE/4
Section 28: W/2
Section 33: NW/4

under and pursuant to the oil and gas lease from USA, as Lessor, dated November 1, 1963, bearing serial number 0279369.

Net Interest: .0500

CARL F. SMITH (UVI No. 179)

An overriding royalty equal to .10 of all the oil, gas, casinghead gas and other hydrocarbons and minerals in, under and that may be produced, saved and marketed from the following described land located in Sublette County, Wyoming:

T36N, R112W
Section 16: All

under and pursuant to oil and gas lease from State of Wyoming, as Lessor, dated August 2, 1972, bearing serial number 72-16592.

Net Interest: .1000

JOHN P. ELLBOGAN (UVI No. 21)

An overriding royalty equal to 5 of 8/8 of all the oil, gas, casinghead gas and other hydrocarbons and minerals in, under and that may be produced, saved and marketed from the following described land located in Sublette County, Wyoming:

T31N, R114W
Section 3: All
Section 4: All

under and pursuant to oil and gas lease from United States of America, as Lessor, dated August 1, 1963, bearing serial number 0261771-A.

Net Interest: .0500000

ASSIGNMENT OF OVERRIDING ROYALTY

The undersigned, GEORGE R. COOK, P. O. Box 922, Casper, WY 82602, as Assignor, does hereby bargain, sell transfer, convey and assign to G. R. and BETTY S. VERONDA, whose address is P. O. Box 662, Casper, WY 82602, as Assignee, an overriding royalty of Two and One-Quarter (2¼) Percent, of all of the oil, gas and other hydrocarbonds produced, saved and marketed from the lands below described and located in Sublette County, Wyoming, by virture of that certain lease issued by the United States of America bearing W-53095, to-wit:

TOWNSHIP 28 NORTH, RANGE 111W, 6th P.M.

Section 34: All
Section 35: All

(Consisting of 1,280 acres, more or less)

This assignment is executed by Assignor and accepted by Assignee without warranties of any nature or kind.

IN WITNESS WHEREOF Assignor has executed this assignment this 8th day of October, 1979.

1770?3

ASSIGNOR:

Filed Oct 10, 1979 9:30 A
BOOK 58 Pro 165
FEES $7.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Johnson

STATE OF Wyoming)

COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by George R. Cook this 8th day of October, 1979.

Witness my hand and official seal.

BARBARA L. BURBACK NOTARY PUBLIC MY COMMISSION EXPIRES MAR 16 1983 Natrona County, Wyoming

Notary Public

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Charles H. Murphy, Jr.
309 North Washington, El Dorado, Arkansas 71730

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

of 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.

177051

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, 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 of the oil and gas produced, saved and marketed pursuant to the terms and provisions the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used 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~~ entire interest, or if said oil and gas lease covers less than the entire fee title, ~~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 1st day of May, 19 77.

CHARLES H. MURPHY, JR.

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 1st day of May, 19 77, by
Witness my hand and notarial seal.
My commission expires

Notary Public

LEASE SCHEDULE-EXHIBIT "A"

PAGE 1 of 1 | STATE OF WYOMING | COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	REC 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	

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RIGHT OF WAY AND EASEMENT

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STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the undersigned paid by BELCO PETROLEUM CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said Grantee, its successors and assigns, a right of way to construct, entrench, maintain and operate a pipeline with appurtenances thereto, including but not limited to, valves, fittings, cathodic equipment, and to connect or tie therewith, at any point on said right of way, pipelines now or hereafter constructed by Grantee, and to inspect, alter, repair, replace, change the size of, remove and operate said pipelines and cathodic equipment and roads being hereinafter sometimes collectively called the "facilities", upon, over, across and through the following described land, approximately along the line designated by survey now staked across the land, to be surveyed through and over the said land on a right of way 50 feet in width, to-wit:

This right of way and easement shall carry with it the right of ingress and egress over said land adjacent to said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, maintaining, operating, protecting, repairing, replacing, changing the size of, and removing said facilities and the removal or replacement of same at will, either in whole or in part, with new or other pipelines at any time and from time to time within the limits of said right of way, including the right to lay additional pipelines of different size pipe. During temporary periods, Grantee may use such portion of the land along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or operation of said facilities.

TO HAVE AND TO HOLD the above described rights and easements unto the said Grantee, its successors and assigns, so long as Grantee, its successors and assigns, shall maintain the facilities over the said right of way herein granted, but failure to use said rights and easements for any period of time shall not cause a forfeiture or abandonment thereof. The rights and easements hereby granted shall be covenants running with the land and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and all persons claiming under them. Grantor covenants that Grantor is lawfully seized of said lands and has good title.

Grantee may at any time, and from time to time, remove any and all of its pipelines, equipment and facilities constructed thereon, shall execute and record a release of the easement and right of way hereby granted, and all rights and privileges hereunder granted shall be fully extinguished.

Grantor reserves the right to the use and enjoyment of said premises for all purposes which shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder. No permanent building, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on said right of way without Grantee's prior written consent. Grantee shall bury pipelines below plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops, timber, fences, roads, lanes, and irrigation ditches caused by the construction, repair, replacement or removal of the pipeline and appurtenances. Payment for such damages, if the same, if not mutually agreed upon, shall be determined by three disinterested arbitrators, one to be appointed by Grantor and one by Grantee, and if the two so chosen be unable to agree within 90 days after appointment, then the third arbitrator shall be selected 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 in which the land is situated, and the decision of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain, operate, alter, repair, inspect, protect, remove and replace at any time and from time to time within the limits of said right of way, an additional pipeline or pipelines and appurtenances thereto, and Grantee shall pay Grantor the sum of $1.00 per lineal rod for each additional pipeline constructed hereon for damages to Grantor's growing crops and timber and Grantee shall in such case have the same rights and privileges as are hereby granted with respect to the original facilities to be constructed.

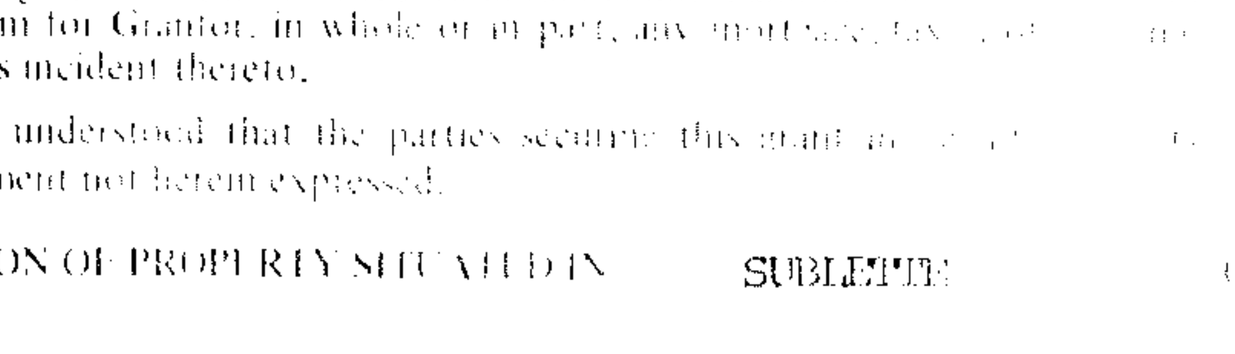
Grantor represents and warrants that he is the owner in fee simple of the above described lands subject to outstanding mortgages, if any, now of record in said county, and that Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien existing, levied or assessed on or against said lands, and be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties executing this grant on behalf of Grantor do not make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN SUBLETTE COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range	B. & M.
SE¼SE¼;	8	29 North	113 West, 6th P.M.	

177013



Affix No. 19034

IN

WITNESS THE EXECUTION HEREOF THIS 22nd DAY OF May A.D. 19 77

by Robert Thompson and Bette M. Thompson

Witness to Signature(s)

CROSS LAZY TWO LAND & LIVESTOCK CO., INC.

By: President

Attest:

Secretary

Project Name: Big Piney G.S.
Belco-Thompson #2-8
W/O 15805 Dwg. No. 21N761.0-3-1
R/W 7025] Sheet No. 1

[redacted] [redacted] [redacted]

(Corporate Acknowledgment)

STATE OF Wyoming

COUNTY OF Sublette

On this [illegible] day of [illegible] before me appeared

[illegible] to me personally known, who being by me duly sworn,
did say that he is the President of Cross Bar Ranch Land & Livestock Co., Inc.
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its Board of Directors and
acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: Notary Public
County, State of

FORM NWP 1091-1 (2-74)

RECORDER NO. 01035

1172

RELEASE OF LEASES

Amoco Production Company, a Delaware corporation, of Tulsa, Oklahoma, With an office in Denver, Co. 80202, and Beta I., Inc., 601 Denver Club Bldg., Denver, Co. 80202, M.H. Brinkerhoff, Zach K. Brinkerhoff Jr., nkerhoff Co., Brinkerhoff Enterprises Ltd., 3410 Anaconda Tower, 555 17th St. Denver, Co. 802 is & Clark Expl., 818 17th St., Suite 530, Denver, Co. 80202, P. W. P. Oil Corp., 3410 Anacon er, 555 17th St. Denver, Co. 80202, Robert L. Haynie, 600 17th St. Suite 940, Denver, Co. 802

do hereby release, relinquish and surrender unto their oil, gas, and mineral leases, only in so far as said leases cover the lands described below

State of Wyoming

Dated this 1st August

M. H. Brinkerhoff

By

Zach K. Brinkerhoff

By

Brinkerhoff Company

By

Brinkerhoff Enterprises Ltd.

By

Robert L. Haynie

CORPORATION ACKNOWLEDGMENT ATTORNEY IN FACT

STATE OF Colorado

COUNTY OF Denver

On this 1st August

F. J. Mire

F. J. Mire

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st August

My commission expires January 4, 19[illegible]

WHEN RECORDED, RETURN TO Amoco Production Company, Security Life Building, Denver, Colorado 80202

177[illegible]4

CLERK

Form 947 2-71

EXHIBIT A

LEASE SCHEDULE

STATE OF WYOMING COUNTY OF SUBLETTE

PAGE 1

PROPERTY NO * * * * LESSOR * * * * * * * * LESSEE * * * *	DESCRIPTION	DATE / BOOK / PAGE / FILE/DOCUMENT
608060 -- - U.S.A.		
GOVERNMENTAL LEASE NO. W-3783	DESCRIPTION	
608061 -- - USA No. W-3784	Kickwood, Viola J. Description	02-01-67 49 502 T30N-R114W Sec. 17: NW/4 Sec. 18: NE/4 Sec. 19: N/2NE/4, SE/4NE/4, E/2NW/4 Less 60 PC Interest Down to 3600 Ft. Assgd to Beta
608062 -- - USA No. W-7[illegible]	Chorney, J. A. Description	09-1-67 49 517 T30N-R114W Sec. 5: W/2SW/4 Sec. 7: NE/4 Sec. 8: NE/4,N/2NW/4 Less 60 PC Interest down to 3600 Ft. Assgd to Beta
608065 -- - USA No. W-7335	Short etal, Rita Description	08-01-67 49 555 T30N-R114W Sec. 7: S/2SE/4 Sec. 8: W/2SW/4, SE/4SW/4, SW/4SE/4 Sec. 18: Lots 3 & 4, E/2SW/4, SE/4 Sec. 20: NE/4, NE/4SE/4 Less 60 PC Interest down to 3600 Ft Assgd to Beta
608066 -- - USA No. W-15754	Stouffer, Virginia G. Description	11-01-68 49 567 T30N-R114W Sec. 28: N/2 Less 60 PC Interest down to 3600 Ft Assgd to Beta
608068 -- - USA No. W-9700	Chorney, Joan Description	12-01-67 49 581 T30N-R114W Sec. 31: E/2E/2 Less 60 PC Interest down to 3600 Ft Assgd to Beta
608073 -- - USA No. W-7336	Thomas, Jill G. Description	08-01-67 49 648 T30N-R114W Sec.29: S/2 Less 60 PC Interest down to 3600 Ft [illegible]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 1979 by M. H. BRINKERHOFF.

Witness my hand and official seal.

Notary Public

My commission expires August 22, 1983

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 1979 by ZACH K. BRINKERHOFF, JR.

Witness my hand and official seal.

Notary Public

My commission expires August 22, 1983

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 1979 by M. H. Brinkerhoff, as Vice-President of The Brinkerhoff Company.

Witness my hand and official seal

Notary Public

My commission expires August 22, 1983

) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 1979 by Zach K. Brinkerhoff, Jr., as General Partner of Brinkerhoff Enterprises, Ltd.

Witness my hand and official seal.

Notary Public

My commission expires August 22, 1983

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 1979 by M. H. Brinkerhoff, as Vice-President of RWB Oil Corporation.

Witness my hand and official seal.

Notary Public

My [redacted] expires August 22, 19[redacted]

S ATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of September, 1979, by ROBERT L. HAYNIE.

WITNESS MY hand and official seal.

Notary Public

My commission expires 7/15/81.

COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Donald R. Hembre, as President of Lewis and Clark Exploration Company. this 21st day of August, 1979.

Witness my hand and official seal.

My commission expires:

Notary Public

W Y O M I N G

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Ray F. Dietrich, as President of Beta Exploration, Inc., this 6th day of [illegible], 19[illegible].

WITNESS my hand and official seal.

My commission expires:

My Commission Expires Sept. 25, 1981

Notary Public

Denver, Colorado 80202

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NORTHWEST PIPELINE CORPORATION

TO: Chandler & Associates, Inc.
1401 Denver Club Building
Denver, Colorado 80202

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Chandler & Associates, Inc., R. J. Ackerman, Royce R. Baker, Chandler Exploration 801-A, Ltd., MGF Oil Corporation, W. A. Sears, and J. J. Sullivan, as Seller, made and entered into a certain Gas Purchase Contract dated 8/28/79 (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.

177116

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 25th day of January 197__.

NORTHWEST PIPELINE CORPORATION

ATTEST:

[illegible]

[illegible] By _____

ASSISTANT SECRETARY

ATTEST:

CHANDLER & ASSOCIATES, INC.

[illegible]

[illegible] By _____

WITNESS:

R. J. Ackerman

WITNESS:

Royce R. Baker

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 28th day of March 197___.

NORTHWEST PIPELINE CORPORATION

ATTEST:

_____ By _____

ATTEST:

CHANDLER & ASSOCIATES, INC.

_____ By _____

WITNESS:

R. J. Ackerman

_____

WITNESS:

Royce R. Baker

_____

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 28th day of August 197___.

NORTHWEST PIPELINE CORPORATION

ATTEST:

_____ By _____

ATTEST:

CHANDLER & ASSOCIATES, INC.

_____ By _____

WITNESS:

R. J. Ackermann

_____

WITNESS:

Royce R. Baker

_____

WITNESS:

Chandler Exploration 801-A, Ltd.

By _____

ATTEST:

MGF Oil Corporation

By _____

WITNESS:

W. A. Sears

WITNESS:

J. J. Sullivan

WITNESS:

Chandler Exploration 801-A, Ltd.

By _____

ATTEST:

MGF Oil Corporation

By _____

WITNESS:

W. A. Sears

WITNESS:

J. J. Sullivan

183

WITNESS:

Chandler Exploration 801-A, Ltd.

By _____

ATTEST:

MGF Oil Corporation

By _____

WITNESS:

W. A. Sears

WITNESS:

J. J. Sullivan

WITNESS:

Chandler Exploration 801-A, Ltd.

By _____

ATTEST:

MGF Oil Corporation

By _____

WITNESS:

W. A. Sears

_____

_____

WITNESS:

J. J. Sullivan

_____

_____

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Collis P. Chandler, Jr., 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 Chandler & Associates, 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 30th day of May, 1979.

Notary Public
Residing at
Denver, Colorado

My Commission Expires February 7, 1983

STATE OF [illegible]

COUNTY OF [illegible]

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the [illegible] day of [illegible], 19[illegible].

Notary Public
Residing at [illegible]

My Commission Expires [illegible]

[redacted] [redacted] [redacted]

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ Royce R. Baker, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, 1979.

_____
Notary Public
Residing at
Denver, Colorado

My Commission Expires February 7, 1983

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Collis P. Chandler, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Chandler Exploration 801-A, Ltd., a partnership and that he executed the same as the act of such partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of May, 1979.

NOTARY PUBLIC

Notary Public
Residing at
Denver, Colorado

My Commission expires February 7, 1983

STATE OF _____

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197 .

Notary Public
Residing at

My Commission expires _____

STATE OF _____

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF Texas

COUNTY OF Hill

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Joe C. Carter, 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 MGF Oil Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of June, 197__.

Virginia Carter
Notary Public
Residing at

My Commission Expires 6-1-

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197___.

Billye Carlene Sloan Notary Public
County of Natrona
State of Wyoming
My Commission Expires Oct. 3, 1981

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed he same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197___.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197___.

Billye Carlene Slocum Notary Public
County of Natrona
State of Wyoming
My Commission Expires Oct 3, 1981

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197___.

_____
Notary Public
Residing at

My Commission Expires _____

[redacted] EX[redacted]1 [redacted]

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

CHANDLER & ASSOCIATES, INC., ET AL.

cription	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
nship 29 North - Range 112 West					
Section 17:	N/2 NE/4 SW/4 NE/4 NW/4 SE/4	160		38.75	
	Shallow Rights to 4062'				
Section 17:	SE/4 NE/4 NE/4 SE/4	80		38.75	
	Shallow Rights to 4062'				
Section 17:	SE/4 SE/4	40		38.75	
	Shallow Rights to 4335'				
Section 16:	SW/4 NW/4 W/2 SW/4 SE/4 SW/4	160		77.50	

ASSIGNMENT OF OIL AND GAS LEASES

KENAI OIL AND GAS INC. (formerly INTER-AMERICAN PETROLEUM CORPORATION,) a Delaware corporation, of 2000 Energy One, 717 17th St., Denver, CO 80202 and THOMAS A. CHORNEY, of 732 Metrobank Building, 475 - 17th St., Denver, CO 80202, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid to Assignor by NORTHWEST EXPLORATION COMPANY of One Park Central, Suite 1587, Denver, CO 80202, hereinafter called "Assignee", the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and assign to Assignee, without warranty of title either express or implied all of Assignor's right, title and interest in, to and under the oil and gas leases (said leases) described on Exhibit "A" attached to this Assignment and made a part hereof.

Assignor reserves an overriding royalty of five percent of eight-eighths (5.0% of 8/8ths) of all oil, gas and other hydrocarbons produced, saved and marketed from the said leases. This overriding royalty and all other terms and conditions of this Assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns for said leases. In the event the leasehold in said leases covers less than the entire oil and gas leasehold estate, then the said five percent (5.0) overriding royalty interest shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest.

Assignee, by its acceptance of the Assignment, agrees that, if it ever desires to surrender all or any part of the interest herein assigned, it will notify Assignor of such desire at least thirty (30) days in advance of the anniversary date specified in the lease. Assignor shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of such interest. Any election to take a reassignment so made by Assignor must be delivered to Assignee by registered mail within the specified time. Assignee will deliver to Assignor an Assignment prior to the anniversary date of the lease if Assignor makes such an election. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee. Any failure of Assignee to comply with the above notice provisions shall not cause a liability in excess of the purchase price paid for this Assignment.

This Assignment shall be binding upon and inure to the parties hereto, their successors and assigns.

EXECUTED this 29th day of AUGUST, 1979.

ATTEST:

KENAI OIL AND GAS INC.
(formerly INTER-AMERICAN PETROLEUM CORP.)

Assistant Secretary
Patrick J. Do[illegible]

BY: _____
Joseph R. Mazzola, Vice-President

BY: _____
Thomas A. Chorney

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

The foregoing instrument was acknowledged before me this 29th day of August, 1979, by Joseph R. Mazzola, as Vice-President of Kenai Oil and Gas Inc, a Delaware Corporation.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

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

The foregoing instrument was acknowledged before me this 29th day of August, 1979, by Thomas A. Chorney.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

Attached to and made a part of Assignment dated August 29, 1972, by Kenai Oil and Gas Inc. (formerly, INTER-AMERICAN PETROLEUM CORP.) and Thomas a Chorney, Assignors, and Northwest Exploration Company, Assignee.

7W-1268-6 Oil and Gas Lease dated December 1, 1977, from E. J. Kilburn, et ux, as Lessor, as to INTER-AMERICAN PETROLEUM CORP. et al, Lessee, recorded in Book 56 O&G, Page 175 in the records of Sublette County, Wyoming; covering the described land in Sublette County, Wyoming.

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

Containing 1,709.06 acres, more or less.

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

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 an 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 1.0% to PAUL MESSINGER & CO., a Partnership; an undivided 1.0% to MARLIS E. SMITH TRUST dated May 20, 1977, an undivided .5% to JOHN H. MELBY, an individual, and an undivided .5% to ALAN R. SMITH, an individual, being a total of 3.0% 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-7936 Oil and Gas Lease dated June 1, 1974, from The United States of America, as Lessor, to William H. Short, Jr., as Lessee, bearing Serial Number W-45225, insofar and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West
Section 12: N/2NE/4, W/2
Section 14: W/2NW/4

D-7937-1 Oil and Gas Lease dated October 1, 1971, from The United States of America, as Lessor, to Lon V. Smith, as Lessee, bearing Serial Number W-66298, insofar and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West
Section 13: SW/4

AND, an overriding royalty interest of an undivided 0.31640625% to Paul Messinger & Co., an undivided 0.31640625% to Marlis E. Smith, an undivided 0.31640625% to John H. Melby, and an undivided 0.31640625% to Alan R. Smith, being a total of 1.265625% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases or any extensions or renewals thereof INSOFAR AND ONLY INSOFAR AS SAID LEASES COVER AND AFFECT THE FOLLOWING DESCRIBED LANDS FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF 17,982 FEET DRILLED IN THE #1 BRIGHT TRAIL UNIT WELL LOCATED IN SW/4 NE/4, SECTION 21, TOWNSHIP 27 NORTH, RANGE 108 WEST, SUBLETTE COUNTY, WYOMING

D-7260 Oil and Gas Lease dated September 1, 1973, from The United States of America, as Lessor, to Viola J. Kirkwood, as Lessee, bearing Serial Number W-40972, insofar and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West
Section 28: NW/4
Section 29: NW/4

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 cuases this Assignment to be executed this 1st day of October, 1979.

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 1st day of October, 1979, 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
July 11, 1983

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OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of September, 1979
by and between Steve Kanski and Janice Kanski, Husband and Wife
Pinedale, Wyoming 82941

hereinafter called lessor (whether one or more) and
Kenai Oil and Gas Inc., & T. A. Chorney Exploration 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:

T. 34 N., R. 112 W., of the 6th P.M.
Section 5: NW¼SW¼, S½SW¼;
6: Lots 6 (38.55 A) and 7 (38.60 A), [illegible];
7: Lots 1 (38.65 A) and 2 (38.72 A), NE¼;
8: NW¼

T. 35 N., R. 113 W., of the 6th P.M.
[illegible] 12: [illegible]

and containing [illegible] acres, more or less.

It is agreed that this lease shall remain in force for a term of [illegible] September 7, 1979 and as long thereafter as oil or gas, or either of them is produced from said land by the [illegible] rules and regulations.

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 he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option may pay lessor for 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 on said land for stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 7th day of September, 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 Rock Springs National Bank at Rock Springs, Wyoming, or its successor or successors, or any bank with which it may be merged, or consolidated, or which may succeed 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-two and 52/100---($952.52)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and also 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 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 hereinabove provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding rental paid hereunder, covering 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 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, or which is being drilled either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners or the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals provided under the 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 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 full 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 increase that may occur 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 lessee's 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 land. Lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

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

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

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

[redacted] [redacted] [redacted]

Compli[redacted] any now or hereafter existing act, b[redacted] ite purportant to be enacted by any [redacted]r 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 not executed by other lessors named herein.

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

501-26-2573

(SEAL) Steve Kanski (SEAL)

(SEAL) (SEAL)

(SEAL) Janice Kanski (SEAL)

(SEAL) (SEAL)

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

STATE OF Wyoming
} ss.
COUNTY OF Sublette

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11 day of September, 1979, personally appeared Steve Kanski and Janice Kanski,

and [redacted] me known to be the identical person[redacted], described in [redacted] who executed the within and foregoing instrument of writing and acknowledged to me that they executed the [redacted] WASHAMBOU Factory free and voluntary act and deed for the uses and purposes therein set forth.

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

SUBLETTE
My commission expires Nov. 21, 1982

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

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

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

and [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]

Notary Public

[illegible] of

ACKNOWLEDGMENT (For use by Corporations)

County of [redacted]

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

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

(SEAL)

Notary Public.

My Commission expires [redacted]

This instrument was filed for record on the 24th day of September, 1979 at 1 o'clock PM and duly recorded in Volume 44 of Misc. Page 227 of the records of this office.

Verna J. Field
County Clerk

By Dorothy Wilcox
Deputy

1711-2

When recorded return to

198

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 TEN DOLLARS and other considerations, to Grantor paid by NORTHWEST PIPELINE CORPORATION, a Delaware Corporation, hereinafter called 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 24 feet in width on which to improve, maintain and use a roadway over and across the following described lands in Sublette County, Wyoming, along the line as said right of way now exists, as designated by survey heretofore made by the Grantee, through and over the said property. Said road to run from Grantee's B-46 well site to its Lateral N-5.

Subdivision	Section	Township	Range	B & M
NE¼NE¼	24	29 N	113 W	6th P.M.

In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any contract, mortgage, tax or other lien on said land and thereupon be subrogated to such contract or lien and rights incident thereto.

The rights herein granted are subject to outstanding easements of record in said County.

WITNESS the execution this day of , 1979.

Attest:

FLYING W. LAND & LIVESTOCK

President Grantor

STATE OF WYOMING

COUNTY OF SUBLETTE

On this day of , 1979, before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the President of Flying W. Land & Livestock, 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.

My Commission Expires:

NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires Oct. 1, 1980

Notary Public in and for
County, State of

177260

RECORDED Oct 22 1979 8:00 AM
BOOK M 93 Misc PAGE 199
FEE $ 5.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

Dorothy M. Nelson

61065

REGISTER NO.

New [redacted] U.S.A. Form 329 [redacted] Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 12th day of October, 1979,

by and between ROBERT N. ENFIELD and wife, MONA L. ENFIELD, P. O. Box 2431, Santa Fe, New Mexico 87501 herein referred to as assignor, (whether one or more) and TRES NINOS TRUST, P. O. Box 2431, Santa Fe, New Mexico 87501 and SANTA FE PREPARATORY SCHOOL, 1101 Camino Cruz Blanca, Santa Fe, New Mexico 87501 hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, his, personal representatives (or its successors) and assigns, an overriding royalty equal to Tres Ninos Trust (1%) Santa Fe Preparatory School (1%) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 29 North, Range 112 West, 6th Prin. Mer.

Section 9: SW¼SE¼
Section 10: S½S½
Section 14: W½NW¼, SW¼SW¼, S½
Section 15: All

Containing 1280.00 acres, more or less

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Robert N. Enfield, as lessee, bearing No. W-55256 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

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

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

Robert N. Enfield

Mona L. Enfield

STATE OF New Mexico)
County of Santa Fe) ss.

On this 12th day of October, 1979, before me personally appeared Robert N. Enfield and wife, Mona L. Enfield to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My Commission expires May 10, 1982

STATE OF Wyoming)
County of Sublette) ss.

I hereby certify that this instrument was filed for record on the 22nd day of October A. D., 1979 at 8:00 o'clock; A m., and duly recorded in Book 141 of Page 200 of the Deed Records,

of said County.

County Clerk

By [illegible], Deputy

Rec. No. 7285 Fees, $ 4.00

Return to

200

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ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

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 an 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 .625% to PAUL MESSINGER & CO., a Partnership; an undivided .625% to MARLIS E. SMITH TRUST dated May 20, 1977, an undivided .5% to JOHN H. MELBY, an individual, and an undivided .5% to ALAN R. SMITH, 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 INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF 11,928 FEET AS ENCOUNTERED IN THE BACON RIDGE FEDERAL #1 WELL IN THE SW/4 of SECTION 33 NORTH, RANGE 114 WEST, SUBLETTE COUNTY, WYOMING:

D-8851 Oil and Gas Lease dated September 1, 1967, from The United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-7419A, insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 34 North, Range 114 West
Section 9: All

If the oil and gas lease herein assigned covers less than the entire undivided mineral estate in the above described lands, then the overriding royalty interst 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 11th day of October, 1979.

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 11th day of October, 1979, 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
11, 1983

_____
Notary Public

EXECUTORS' DEED IN DISTRIBUTION
(Non-Producing Oil, Gas & Mineral Leasehold Interests)

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Gordon M. Cone (the "decedent"), who was a resident of and domiciled in Lea County, New Mexico, died February 14, 1975, leaving a Last Will and Testament which was admitted to probate in the Probate Court of Lea County, New Mexico, in Cause No. 3861 (the "Probate Court") by Order entered April 15, 1975; and,

WHEREAS, the Probate Court did appoint Kathleen Cone, Eunice Gibson and Jas. H. Milam as Co-Executors of the Last Will and Testament of said decedent (the "Executors"), and said persons are presently the duly qualified and acting Executors of the Estate of Gordon M. Cone, deceased; and,

WHEREAS, by Final Decree entered in the Probate Court, entered nunc pro tunc July 26, 1978, it was determined that 50% of the decedent's estate should be distributed to his widow: Kathleen Cone (the "widow"), and 50% in equal shares to the decedent's children: Douglas Cone, Tom R. Cone, Kenneth G. Cone, Clifford Cone and Cathie Cone Auvenshine (collectively the "children"); and,

WHEREAS, the Executors desire to make a partial distribution of all "non-producing oil, gas & mineral leasehold interests" (defined below) owned by the decedent (including any community property interest of the widow) in accordance with said Final Decree;

NOW, THEREFORE, the Executors, joined by the widow, without warranties of title expressed or implied, do hereby grant, bargain, sell, assign, transfer and set over to the widow an undivided 50% and to the children in equal shares an undivided 50% in all presently non-producing oil, gas & mineral leasehold interests owned by the decedent (including any community property interest of the widow) located in Sublette County, Wyoming.

TO HAVE AND TO HOLD unto the widow and the children, their heirs and assigns, separately as to each non-producing oil, gas & mineral leasehold interest.

As used in this Executors' Deed in Distribution, the term "non-producing oil, gas & mineral leasehold interests" means presently non-producing oil and gas leases or oil, gas and mineral leases owned in whole or in part by the decedent at the time of his death or acquired by the Executors during the pendency of the probate estate in the Probate Court. The term "interest" means the property description set forth with reference thereto in the Inventory on file with said Probate Court, and if any portion of the lands covered by such property description is producing oil, gas or associated hydrocarbons (or other minerals) at the date of this instrument, the same are specifically excluded from this Executors' Deed in Distribution, the same having heretofore been conveyed by the Executors to the widow and the children.

Property descriptions in said counties are attached as Exhibit A.

EXECUTED this 28th day of June, 1979.

ESTATE OF GORDON M. CONE

Kathleen Cone
Kathleen Cone, Individually

By Kathleen Cone
Kathleen Cone

By Eunice Gibson
Eunice Gibson

By
Jas. H. Milam

177369

Oct 26 — 77 — 202
58 Ores
12½ Fairy Yaka

202

STATE OF TEXAS
COUNTY OF LUBBOCK

The foregoing instrument was acknowledged before me this _____ day of July, 1979, by Jas. H. Milam, as one of the Executors of the Estate of Gordon M. Cone, deceased.

Before me, the undersigned notary public, on this day personally appeared Jas. H. Milam, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and official seal this _____ day of July, 1979. Witness my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF NEW MEXICO
COUNTY OF LEA

The foregoing instrument was acknowledged before me this 17 day of July, 1979, by Kathleen Cone, individually, and by Kathleen Cone, as one of the Executors of the Estate of Gordon M. Cone, deceased.

Before me, the undersigned notary public, on this day personally appeared Kathleen Cone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Before me, the undersigned notary public, on this day personally appeared Kathleen Cone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and official seal this 17 day of July, 1979. Witness my hand and official seal.

My Commission Expires:

MARY FRANCES BIRD, NOTARY PUBLIC
Notary for State of New Mexico
My Commission Expires April 22, 1981

Mary Frances Bird
Notary Public

STATE OF TEXAS
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 11 day of July, 1979, by Eunice Gibson, as one of the Executors of the Estate of Gordon M. Cone, deceased.

Before me, the undersigned notary public, on this day personally appeared Eunice Gibson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and official seal this 11 day of July, 1979. Witness my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

NON-PRODUCING PROPERTIES

County of Sublette State of Wyoming

F. Working Interests:

Code: 02-98-35-01-FWI

An undivided 100 % working interest in an Oil and Gas Lease from United States of America as Lessor to Gordon H. Cone as Lessee, dated May 1, 1973, bearing Lease No. W-39377, recorded in Book ____ at page ____, covering:

Township 38 North, Range 111 West, 6th P.M.
Section 27: N½NW¼

containing 80.00 acres, more or less, for all depths.

Ex. A-I

Schedule No. ____ Page No. ____

NON-PRODUCING PROPERTIES

County of Sublette State of Wyoming

F. Working Interests:

Code: 03-98-35-02-PNI

An undivided 100 % working interest in an Oil and Gas Lease from United States of America as Lessor to Kathleen Cone as Lessee, dated September 1, 1973, bearing Lease No. W-40973, recorded in Book ____ at page ____, covering:

Township 33 North, Range 109 West, 6th P.M.
Section 4: S½NE¼
Section 7: W½NE¼

Township 34 North, Range 108 West, 6th P.M.
Section 32: Lots 1, 2
Section 33: N½, N½SW¼, NW¼SE¼

containing 681.38 acres, more or less, for all depths.

Schedule No. Ex. A-2 Page No.

NON-PRODUCING PROPERTIES

County of Sublette State of Wyoming

F. Working Interests:

Code: 03-98-35-03-eWI

An undivided 100 % working interest in an Oil and Gas Lease from United States of America as Lessor to Kathleen Gee as Lessee, dated September 1, 1974, bearing Lease No. W-46970, recorded in Book ___ at page ___, covering:

Township 27 North, Range 103 West, 6th P.M.
Section 34: S½

containing 320.00 acres, more or less, for all depths.

Ex. A-3

Schedule No. _____ Page No. _____

Form Approved by
Board April 6, 1972

207

01X8-490692

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

77- 0473

ASSIGNED

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

I ANTOINETTE T. STEWART
(Name of Applicant)
12 Lake Forest Drive
(Number and Street)
Charlottesville, VA 22901
(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. 27 N., R. 105 W., 6th P.M.		T. N., R. W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List. 377		This lease embraces the area and the land described in item 2.
Sec. 16 All Sec. 17 SE¼NE¼		177407
Total Area 680.00 Acres		Total Area Acres

4. Amount remitted: Filing Fee $ 15.00

Advanced Rental (To be computed at $1.00 per acre or fraction thereof) $ 680.00

Total $ 695.00

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 18th day of July, 1977.

Lessee:
ANTONINETTE T. STEWART (Lessee Signature)
Antoinette T. Stewart
(Lessee Signature)

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

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

Signed on AUG 11 1977

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

EFFECTIVE DATE OF LEASE August 2, 1977

By A. L. Kingery
Commissioner of Public Lands—Secretary
(Chapter 126, Session Laws of Wyoming, 1963)

Examined:

[redacted] [redacted] 4[redacted] 22

ASSIGNMENT

Oil & Gas File [redacted]

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, ANTOINETTE T. STEWART, 12 Lake Forest Drive, Charlottesville, Va. 22901, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-473, and covering land situate in Sublette County, Counties, described as follows:

T. 27 N., R. 105 W., 6th P.M.:

Section 16: All
Section 17: SE/4NE/4

and containing 680.00 acres more or less, for and in consideration of the sum of Ten and no/100---- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto CAROLYN L. SHOGRIN of Box 5752, Denver, Co. 80217, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T. 27 N., R. 105 W., 6th P.M.:

Section 16: All
Section 17: SE/4NE/4

17713

208

and containing 680.00 acres, more or less, reserving, however, unto assignor one per cent of eight-eighths overriding royalty (1% of 8/8ths)

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

IN WITNESS WHEREOF, this instrument executed this 22nd day of September, 1977

WITNESS:

Antoinette T. Stewart
ANTOINETTE T. STEWART Assignor-Lessee

By
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of VIRGINIA
County of Albemarle } ss.

On this 22nd day of September, A. D. 19 77, before me personally appeared ANTOINETTE T. STEWART to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 22nd day of September, A. D. 19 77.

(SEAL)

Notary Public

My Commission expires: Jan. 2, 1981

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: Jan. 5, 1978 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: April 4, 1978

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

bp

Form Approved 3-2-50
5,000 Oct., 1950

208

209

Carolyn L. Shogrin
P. O. Box 5752
Denver, CO 80217

ALL LEASE (1/ overriding royalty reserved by Antoinette T. Stewart)

CERTIFICATE

I CERTIFY THAT THIS A TRUE AND COMPARATIVE COPY OF THE OFFICIAL RECORD ON FILE IN THE WYOMING STATE LAND OFFICE.

ADM. OFFICER ..... COMMISSIONER OF PUBLIC LANDS AND FARMS

Date

[redacted] ASSI[redacted]ENT

SIXB-[redacted]

File [redacted] 922

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, CAROLYN L. SHOGRIN, P. O. Box 5752, Denver, Co. 80217, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0473, and covering land situate in Sublette County, Counties, described as follows:

T. 27 N., R. 105 W., 6th P.M.:

Sec. 16: All
Sec. 17: SE/4NE/4

and containing 680.00 acres more or less, for and in consideration of the sum of Ten and no/100----- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto CITIES SERVICE COMPANY of Box 300, Tulsa, OK. 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T. 27 N., R. 105 W., 6th P.M.:

Sec. 16: All
Sec. 17: SE/4NE/4

177409

Oct 24, 1979 2:45 PM
BOOK 6-21 PAGE 210
[illegible] COUNTY CLERK
[illegible], WYOMING
[illegible]

and containing 680.00 acres, more or less, reserving, however, unto assignor five per cent of eight-eighths (5% of 8/8ths) overriding royalty, which includes one per cent (1%) overriding royalty previously reserved to Antoinette T. Stewart.

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

IN WITNESS WHEREOF, this instrument executed this 3rd day of January, 1979.

WITNESS:

Carolyn L. Shogrin
CAROLYN L. SHOGRIN — Assignor-Lessee

By ____ President

Attest:

(SEAL) ____ Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 3rd day of January, A. D. 19 79, before me personally appeared CAROLYN L. SHOGRIN to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 3rd day of January, A. D. 19 79.

(SEAL)

Notary Public

My Commission expires: [illegible]

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 thirty (30) days prior to the next accruing rental date under said oil and gas lease of the lands Assignee desires to relinquish covered by said oil and gas lease. Lessee shall then have the right for a period of ten (10) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Lessee, as to the acreage Assignee desires to relinquish; and Assignee shall then execute an assignment of said oil and gas lease as to such lands to Lessee. Assignee herein assumes no liability whatsoever, either through error or negligence, for failure to notify or reassign.

[illegible] of said corporation.

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

(SEAL)

Notary Public

My Commission expires: ____ payment of any overriding royalty

Assignment approved by Board of Land Commissioners: July 5, 1979 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: October 2, 1979

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

fb

10M—4 [illegible]

210

ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT made and entered into as of this 1st day of June 1979 by and between G S O L & GAS CO. (1976), a partnership, 55 Broad Street, New York, New York 10004 (hereinafter called Assignor) and CHEVRON U.S.A. INC., a corporation, P. O. Box 599, Denver, Colorado 80201 (hereinafter called Assignee);

WHEREAS, Assignor represents that it is the owner of an undivided interest in and to the oil and gas leases (hereinafter referred to as "said leases") described in Exhibit "A" attached to and made a part hereof for all purposes, and an undivided interest in the 135 Federal well and the 17 Federal well, as more particularly described below;

WHEREAS, Assignor is a party to, and its interest in said leases is subject to, that certain Exploration Agreement made and entered into effective May 1, 1976, (hereinafter referred to as "said Exploration Agreement") by and between RAINBOW RESOURCES, INC., 10 Lakeside Lane, Suite 308, Denver, Colorado 80212 ("Rainbow"), RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership comprised of Rainbow and Joseph Oil Corporation, 305 Goodstein Building, Casper, Wyoming 82601 ("Rainbow Partnership"), FARMLAND INTERNATIONAL ENERGY COMPANY, 1212 First City East Building, Houston, Texas 77002 ("Farmland"), BARBER OIL EXPLORATION, INC., 2627 Tenneco Building, Houston, Texas 77002 ("Texasgulf"), and G S Oil & Gas Co. (1976), a partnership, 55 Broad Street, New York, New York 10004 ("G S Partnership");

WHEREAS, Assignee desires to acquire Assignor's interest in said leases and said wells free and clear of any and all terms and provisions of said Exploration Agreement;

WHEREAS, Assignor desires to convey its interest in said leases and said wells to Assignee free and clear of any and all terms and provisions of said Exploration Agreement.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby:

1. Sell, assign, transfer and set over all of its right, title and interest in and to the following described properties unto Assignee:

   (a) The oil and gas leases, and lands covered thereby, described in Exhibit "A", and

   (b) The 1-35 Federal well located in the $SW\frac{1}{4}SE\frac{1}{4}$ of Section 35, Township 39 North, Range 114 West, 6th P.M., Teton County, Wyoming, and the 1-7 Federal well located in the $SE\frac{1}{4}SE\frac{1}{4}$ of Section 7, Township 36 North, Range 114 West, 6th P.M., Sublette County, Wyoming, together with all equipment, facilities and other property of whatsoever kind or nature used or useful for the drilling and completion of said wells and for the production, treatment, storage or transportation of oil or gas produced from either or both the wells, including, but not by way of limitation, casing, tubing, rods, Christmas trees, separators, flow lines, tanks and any other facilities and equipment.

2. Covenant that the interest in said leases, and lands and in said wells is free and clear of all encumbrances of whatsoever kind and character except (1) lessors' royalty

77454

T9 [illegible] M

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and overriding royalties set forth in Exhibit "A" and (2) the Unit Agreement for the Development and Operation of the Game Hill Unit Area, No. 14-08-0001-15507 and the Unit Operating Agreement, Game Hill Unit Area, free and clear of any obligation accrued to Assignor under said Agreements, and free and clear of any obligation under said Exploration Agreement; and Assignor does hereby warrant and will forever defend the same against all persons whomsoever claiming by, through or under it

3. Agree that Assignee shall not become a party to said Exploration Agreement and shall never be bound by any of the terms and provisions thereof.

4. Agrees that a condition precedent to Assignee's obligation to pay the agreed consideration is the execution of the agreement in the form of Exhibit "B", attached hereto and made a part hereof for all purposes, by Rainbow Resources, Inc.; Terra Resources, Inc.; Barber Oil Exploration, Inc.; and Rainbow Resources, Inc. Exploration Partnership, 1976. Recordation of this Assignment and Agreement by Assignee in the appropriate county land recording offices will serve to satisfy said condition precedent.

This Assignment and Agreement shall be binding upon and inure to the benefit of the
respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

G S OIL & GAS CO. (1976)

By _____

CHEVRON U.S.A. INC.

By _____

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

On this 2 day of AUGUST, in the year 19 79, before me personally appeared GEORGE L. LOTY, a general partner, known to me to be one of the partners in the partnership of G S Oil & Gas Co. (1976), and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jean Schnell
Notary Public

Residing at 609 Columbus Ave

JEAN SCHNELL
NOTARY PUBLIC, State of New York
No. 31-4602511
Qualified in New York County
Certificate filed in New York
Commission Expires

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

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 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 3rd day of [redacted], 1979.

My commission expires:

My commission expires Sept. 23, 1981

Notary Public

Page One

EXHIBIT "A"

LEASE SCHEDULE
Attached to: Assignment and Agreement

STATE OF WYOMING COUNTY OF SUBLETTE

Between: G S Oil & Gas Co. and Chevron-U.S.A. Inc.

Dated: June 1, 1979

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
-1038	Bureau of Land Management (US-W-4982)	Robert J. Connaghan	4-1-67 (HBU)	Township 38 North, Range 114 West Section 11: S½, S½N½ Section 14: N½ Section 23: W½ Section 26: N½		1,200.00	1,200.00	3%
-1039	Bureau of Land Management (US-W-20136)	Robert J. Connaghan	4-1-67 (HBU)	Township 38 North, Range 114 West Section 3: S½SE¼ Section 10: SE¼ Section 15: E½ Section 22: NE¼		720.00	720.00	3%
-1040	Bureau of Land Management (US-W-24950)	Lou Taubert	9-1-70 (HBU)	Township 38 North, Range 114 West Section 15: W½ Section 22: NW¼ Section 27: N½		640.00	640.00	3%
-1041	Bureau of Land Management (US-W-12569)	Mrs. Ruth R. Ellbogen	7-1-68 (HBU)	Township 37 North, Range 114 West Section 11: E½ Section 14: E½		640.00	640.00	3%
-1042	Bureau of Land Management (US-W-14661)	Vula O'Connell	10-1-68 (HBU)	Township 38 North, Range 114 West Section 22: SW¼		160.00	160.00	3%
WY-1043	Bureau of Land Management (US-W-15756)	Ruth R. Ellbogen	12-1-68 (HBU)	Township 38 North, Range 114 West Section 3: S½NW¼, SW¼ Section 10: SW¼		400.00	400.00	3%
WY-1045	Bureau of Land Management (US-W-12574)	Carl E. Jenkins and Boyard D. Rea	7-1-68 (HBU)	Township 37 North, Range 114 West Section 22: E½SE¼ Section 27: N½		400.00	400.00	5%

EXHIBIT "A"

LEASE SCHEDULE
Attached to: Assignment and Agreement

Between: G S Oil & Gas Co. and Chevron-U.S.A. Inc.

Dated: June 1, 1979

re TW)

TE OF WYOMING COUNTY OF SUBLETTE & LINCOLN & TETON

PAGE NUMBER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
-1079	Bureau of Land Management (US-W-141)	Alan Rowan	8-1-68 (HBU)	Township 38 North, Range 114 West Section 27: E½ Section 34: E½			640.00	640.00	3.0%
-1681	Bureau of Land Management (US-U-39388)	Raymond N. Joeckel	5-1-73 (HBU)	Township 37 North, Range 114 West Section 26: All Section 35: NE¼NE¼ Section 36: S½SE¼			720.00	720.00	3.0%
-1682	Bureau of Land Management (US-W-31576)	Geri Short and David Fins	7-1-72 (HBU)	Township 36 North, Range 114 West Section 6: Lots 4-7, SE¼NW¼, E½SW¼			253.37	253.37	4.0%
-1778	Bureau of Land Management (US-W-39389)	Toni E. Stephenson	5-1-73 (HBU)	Township 38 North, Range 114 West Section 26: E½ Section 35: E½			640.00	640.00	3.0
-2004	Bureau of Land Management (US-W-16858-A)	S. A. Chorney	3-1-69 (HBU)	Township 36 North, Range 115 West Section 13: SE¼SE¼			40.00	40.00	3.5%
-2010	Bureau of Land Management (US-W-40537)	Rainbow Resources, Inc.	8-1-73 (8-1-83)	Township 39 North, Range 113 West Section 7: All Section 8: All			1,270.00	1,270.00	1.0%
-2024	Bureau of Land Management (US-W-30986)	William E. Potts	9-1-72 (HBU)	Township 35 North, Range 115 West Section 7: Lots 1-4, E½ Section 18: Lots 1-4, E½ Section 19: Lots 1-4, E½ Section 30: Lots 1-4, E½ Section 31: Lots 1-4, E½			2,473.60	2,473.60	3.0%
-2084	Bureau of Land Management (US-W-30072-A)	John P. McPherson	2-1-71 (2-1-81)	Township 34 North, Range 115 West Section 2: Lots 1-4			739.24	739.24	5.0%

EXHIBIT "A"

STATE OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE
Attached to: Assignment and Agreement
Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.
Dated: June 1, 1979

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE / EXP. DATE	DESCRIPTION	RECORDED BOOK PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
-2085	Bureau of Land Management (US-W-21432)	Thomas C. Moran	12-1-69 (HBU)	Township 36 North, Range 115 West Section 11: All Section 12: All Section 13: N½, SW¼, N½SE¼, SW¼SE¼ Section 14: All		2,513.00	2,513.00	5.0%
-2086	Bureau of Land Management (US-W-25368)	R. L. Wagner	9-1-70 (9-1-80)	Township 35 North, Range 115 West Section 27: N½, N½SW¼, SE¼SW¼, SE¼		600.00	600.00	5.0%
-2087	Bureau of Land Management (US-W-41397)	H.M. Klaenhammer	10-1-73 (10-1-83)	Township 34 North, Range 115 West Section 22: W½ Section 27: NE¼, W½, N½SE¼, SE¼SE¼		920.00	920.00	5.0%
-2088	Bureau of Land Management (US-W-21430)	Gordon Hinz	12-1-69 (HBU)	TRACT I: Township 36 North, Range 115 West Section 1: All Section 2: All		1,220.00	1,220.00	5.0%
-2091	Bureau of Land Management (US-W-15359)	Ruth F. West	11-1-68 (HBU)	Township 34 North, Range 115, West Section 35: N½, N½SW¼, SE¼SW¼, SE¼		600.00	600.00	4.0%
-2092	Bureau of Land Management (US-W-22103)	A.W. Rutter, Jr.	2-1-70 (2-1-80)	Township 34 North, Range 115 West Section 14: NW¼		160.00	160.00	4.0%
-2093	Bureau of Land Management (US-W-22102	Rita Short and Lee Gray	2-1-70 (HBU)	Township 34 North, Range 115 West Section 4: Lots 1-4, S½NW¼, S½S½		413.92	413.92	4.0%
-2094	Bureau of Land Management (US-W-26868)	John P. McPherson	2-1-71 (2-1-81)	Township 35 North, Range 115 West Section 34: All		640.00	640.00	5.0%
-2095	Bureau of Land Management (US-W-25[illegible]	A.W. Rutter, Jr.	10-1-70 (10-1-80)	Township 37 North, Range 113 West		335.40	335.40	4.0%

Page Four

EXHIBIT "A"

LEASE SCHEDULE
Attached to: Assignment and Agreement

STATE OF WYOMING COUNTY OF SUBLETTE

Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.

Dated: June 1, 1979

NUMBER	LJ OR	LESSEE	LEASE DATE / EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
[redacted]-2104	Bureau of Land Management (US-W-3448[illegible])	Connie Mull	12-1-73 (12-1-83)	Township 34 North, Range 115 West Section 15: SE¼			160.00	160.00	1.0%
[redacted]-2105	Bureau of Land Management (US-W-3448[illegible])	Connie Mull	12-1-73 (HBU)	Township 35 North, Range 115 West Section 16: All Section 21: All			1,280.00	1,280.00	1.0%
[redacted]-2145-1	R.M. and Lois E. Strobel	Rainbow Resources, Inc.	9-28-73 (9-28-83)	Township 38 North, Range 113 West Section 33: SE¼	50	309	160.00	80.00	-
[redacted]2145-2	R.B. and Rosemary Wells	Rainbow Resources, Inc.	10-29-73 (10-29-83)	Township 38 North, Range 113 West Section 33: SE¼	50	311	160.00	80.00	-
[redacted]5	Bureau of Land Management (US-W-38938)	Rainbow Resources, Inc.	12-1-73 (12-1-83)	Insofar and only insofar as said lease covers the following described lands: TRACT II Township 36 North, Range 115 West Section 9: All			640.00	640.00	0.5%
[redacted]2187	Bureau of Land Management (US-W-31988)	Marguerite P. Smith	7-1-72 (7-1-82)	Township 38 North, Range 114 West Section 6: All Section 7: W½			949.00	949.00	3.0%
[redacted]-2188	Bureau of Land Management (US-W-31989)	Marcia P. Lane	8-1-72 (8-1-82)	Township 38 North, Range 114 West Section 18: W½ Section 19: W½ Section 30: W½ Section 31: W½			1,270.00	1,270.00	3.0%
[redacted]-2[illegible]2	Bureau of Land Management (US-W-41394)	C. L. Shogrin	10-1-73 (HBU)	Township 38 North, Range 114 West Section 1: E½			320.00	320.00	3.0%
[redacted]-2419	Bureau of Land Management	Jeffrey [illegible]	7-1-74	[illegible]					

EXHIBIT "A"

STATE OF WYOMING COUNTY OF SUBLETTE and TETON

LEASE SCHEDULE
Attached to: Assignment and Agreement
Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.
Dated: June 1, 1979

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK PAGE	ACRES GROSS	ACRES NET	ROYALTY BURDENS
WY-2426	Bureau of Land Management (US-W-45872)	Edwin L. Campbell	7-1-74 (HBU)	Township 37 North, Range 114 West Section 35: NE¼, S½		480.00	480.00	4.0%
WY-2427	Bureau of Land Management (US-W-45875)	H. E. Thomson	7-1-74 (HBU)	Sublette County, Wyoming Lands: Township 38 North, Range 114 West Section 11: NE¼, E½SE¼ Teton County, Wyoming Lands: Township 39 North, Range 114 West Section 23: N½, N½SW¼, SE¼SW¼, W½SE¼ Section 26: W½NE¼, NE¼NW¼, N½SE¼		760.00	760.00	4.0%
WY-2429	Bureau of Land Management (US-W-45870)	Theodore A Buder	7-1-74 (HBU)	Township 36 North, Range 114 West Section 7: E½, E½W½ Section 17: W½ Section 18: Lots 2-4, E½, E½W½		1,386.24	1,386.24	4.0%
WY-2483	Bureau of Land Management (US-U-45873)	Donald F. Kunesh	7-1-74 (HBU)	Township 38 North, Range 114 West Section 2: All		640.00	640.00	5.0%
WY-2505	Bureau of Land Management (US-W-38943)	Rainbow Resources, Inc.	2-1-75 (2-1-85)	Insofar and only insofar as said lease covers the following described lands: TRACT II Township 36 North, Range 115 West Section 4: All (610 Ac) Section 10: SW¼SW¼		650.00	650.00	-
WY-2526	Bureau of Land Management (US-W-46998)	Alma K. Cardinal	10-1-74 (10-1-84)	Township 37 North, Range 113 West Section 4: Lots 1, 2, NE¼SE¼ Township 38 North, Range 113 West Section 36: N½, NE¼SW¼, N½SE¼		495.00	495.00	2.0%

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...ATE OF ...YOMING ... COUNTY OF SUBLETTE

EXHIBIT "A"

LEASE SCHEDULE
Attached to: ... Assignment and Agreement
Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.
Dated: June 1, 1979

...AGE ...BER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
...-2574	Bureau of Land Management (US-W-45254)	Kenneth M. Britt	6-1-74 (6-1-84)	Township 38 North, Range 113 West Section 18: SE¼		160.00	160.00	3.0%
...-2610	Bureau of Land Management (US-W-47003)	Susan Blower	10-1-74 (10-1-84)	Township 37 North, Range 114 West Section 5: S½ Section 7: E½ Section 8: W½ Section 17: W½ Section 18: E½ Section 19: E½ Section 20: W½ Section 30: E½		2,416.50	2,416.50	5.0%
...-2612	Bureau of Land Management (US-W-45862)	Walter E. Stratton	7-1-74 (7-1-84)	Township 37 North, Range 113 West Section 1: S½ Section 14: NW¼SE¼ Township 38 North, Range 113 West Section 25: SW¼ Section 28: SW¼SW¼ Section 34: W½SW¼		640.00	640.00	5.0%
...-2613	Bureau of Land Management (US-W-12113)	Frank M. Callivan	5-1-68 (HBU)	Township 37 North, Range 114 West Section 10: NE¼, E½NW¼, SW¼NW¼, S½ Section 15: All		1,240.00	1,240.00	5.0%
...14	Bureau of Land Management (US-W-12571)	Alfred E. Mass	6-1-68 (HBU)	Township 37 North, Range 114 West Section 16: SE¼ Section 22: W½NW¼, SW¼		400.00	400.00	5.5%
...-2615	Bureau of Land Management (US-W-20138)	Alfred E. Mass	6-1-68 (HBU)	Township 37 North, Range 114 West Section 22: NE¼		160.00	160.00	5.5%

EXHIBIT "A"

STATE OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE
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Between: G S Oil & Gas Co. and Chevron-U.S.A. Inc.
Dated: June 1, 1979

LEASE NUMBER	FOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	ROYALTY BURDENS
WY-2616	Bureau of Land Management (US-W-20140)	Vula O'Connell	8-1-68 (HBU)	Township 37 North, Range 113 West Section 6: Lots 3-6, E½SW¼ Section 7: Lots 1-4, E½W½ Section 18: Lots 1-4, E½W½ Section 19: Lots 1-4, E½W½			1,122.86	1,122.86	5.5%
WY-2617	Bureau of Land Management (US-W-12574-A)	Carl E. Jenkins and Bayard D. Rea	7-1-68 (HBU)	Township 37 North, Range 114 West Section 22: E½NE¼, W½SE¼			160.00	160.00	5.5%
WY-2618	Bureau of Land Management (US-W-12573-A)	Dorothy M. Vail	6-1-68 (HBU)	Township 37 North, Range 114 West Section 21: E½			320.00	320.00	5.5%
WY-2619	Bureau of Land Management (US-W-15349	Patricia C. Runge	11-1-68 (HBU)	Township 37 North, Range 114 West Section 34: SW¼SW¼			40.00	40.00	6.25%
WY-2620	Bureau of Land Management (US-W-35977)	Charles W. Adams	1-1-74 (HBU)	Township 39 North, Range 113 West Section 30: W½ Section 31: W½			601.00	601.00	6.0%
WY-2621	Bureau of Land Management (US-W -14662)	Norman L. Parker	9-1-68 (HBU)	Township 38 North, Range 114 West Section 27: SW¼			160.00	160.00	6.25%
WY-2622	Bureau of Land Management (US-W-12572)	Vula O'Connell	7-1-68 (HBU)	Township 37 North, Range 114 West Section 14: SW¼ Section 23: W½			480.00	480.00	5.5%
WY-2623	Bureau of Land Management (US-W-12571-A)	Alfred E. Mass	6-1-68 (HBU)	Township 37 North, Range 114 West Section 13: SE¼ Section 24: NW¼, SE¼ Section 25: NW¼, N½SE¼, SE¼SE¼			760.00	760.00	5.72%
WY-2624	Bureau of Land Management	Vula O'Connell	8-1-68	Township 37 North, Range 114 West			673.00	673.00	5.5%

EXHIBIT "A"

LEASE SCHEDULE
Attached to: Assignment and Agreement

Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.

Dated: June 1, 1979

Type Eight

STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
[redacted]Y-2625	Bureau of Land Management (US-W-12570)	Edward S. Converse	7-1-68 (HBU)	Township 37 North, Range 114 West Section 12: Lots 1, 2, 3, 4, S½NE¼, S½NW¼, SW¼, S½ Section 13: N½, SW¼ Section 24: NE¼, SW¼ Section 25: NE¼			1,560.00	1,560.00	6.0%
[redacted]Y-2626	Bureau of Land Management (US-W-24947)	Spelman Prentice	9-1-70 (9-1-80)	Township 38 North, Range 113 West Section 21: SE¼SW¼, SE¼ Section 28: NE¼, N½NW¼, N½SE¼, SE¼SE¼ Section 34: N½N½SE¼, N½NE¼SW¼, S½SE¼SW¼			640.00	640.00	5.0%
[redacted]27	Bureau of Land Management (US-W-33103)	H.M. Klaenhammer	2-1-73 (HBU)	Township 38 North, Range 113 West Section 7: Lots 3, 4 Section 18: Lots 1,2,3, E½NW¼, NE¼SW¼, N½SE¼SW¼, SE¼SE¼SW¼			330.81	330.81	5.0%
[redacted]Y-2628	Bureau of Land Management (US-W-12847)	T. J. Weber	7-1-68 (HBU)	Township 38 North, Range 113 West Section 19: Lots 2-4, S½SE¼NW¼, E½SW¼ Section 30: NE¼SW¼			249.27	249.27	5.5%
[redacted]Y-2629	Bureau of Land Management (US-W-18102)	Florence E. Gallivan	5-1-69 (HBU)	Township 39 North, Range 114 West Section 23: NE¼, E½SE¼ Section 24: SW¼ Section 25: S½NE¼, NW¼, S½ Section 26: E½E½ Section 36: N½, E½SW¼, SE¼			1,680.00	1,680.00	5.0%
[redacted]WY-2630	Bureau of Land Management (US-W-22100)	Carl W. Klaenhammer	2-1-70 (2-1-80)	Township 36 North, Range 114 West Section 28: W½NE¼, SE¼NE¼, E½NW¼, S½, SW¼NW¼ Section 33: [illegible]			720.00	720.00	5.0%

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EXHIBIT "A"

STATE OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE
Attached to: Assignment and Agreement
Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.
Dated: June 1, 1979

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE / EXP DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
WY-2631	Bureau of Land Management (US-W-21458)	Carl W. Klaenhammer	12-1-69 (12-1-79)	Township 36 North, Range 114 West Section 32: NW¼NE¼, N½NW¼, SE¼SE¼			160.00	160.00	5.0%
WY-2632	Bureau of Land Management (US-W-35975)	Virginia May Klaenhammer	12-1-73 (12-1-83)	Township 37 North, Range 113 West Section 4: W½SW¼ Section 8: NE¼ Section 9: N½			400.00	400.00	5.0%
WY-2633	Bureau of Land Management (US-W-47017)	Myrna B. Hill	10-1-74 10-1-84	Township 36 North, Range 115 West Section 24: All			638.00	638.00	5.0%
WY-2634	Bureau of Land Management (US-W-22098)	Charlotte Hahn	2-1-70 (HBU)	Township 36 North, Range 114 West Section 17: E½			320.00	320.00	6.0%
WY-2635	Bureau of Land Management (US-W-45858)	Susan Blower	7-1-74 (7-1-84)	Township 37 North, Range 113 West Section 14: Lot 3, NE¼SW¼ Section 28: SW¼ Section 29: E½SE¼			320.00	320.00	5.0%
WY-2636	Bureau of Land Management (US-W-15345-A)	D. S. Pirie	11-1-68 (HBU)	Township 37 North, Range 114 West Section 2: W½ (Less 16.50 acres in Lease W-7452) Section 3: All (Less 16.50 acres in Lease W-7452) Section 11: W½ Section 14: NW¼			976.50	976.50	5.0%
WY-2637	Bureau of Land Management (US-W-15755)	Gretchen S. Catron	11-1-68 (HBU)	Township 37 North, Range 114 West Section 23: E½ Section 25: SW¼			480.00	480.00	5.0%
WY-2638	Bureau of Land Management (US-W-31577)	Virginia May Klaenhammer	9-1-72	Township 37 North, Range 114 West			120.00	120.00	5.0%

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...TE OF WYOMING COUNTY OF SUBLETTE & TETON

EXHIBIT "A"

LEASE SCHEDULE
Attached to: Assignment and Agreement

Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.

Dated: June 1, 1979

...SE ...BER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
...7639	Bureau of Land Management (US-W-45857)	T. J. Ellis	7-1-74 (7-1-84)	Township 37 North, Range 113 West Section 2: Lots 3, 4, SW¼ Section 3: Lot 1		183.70	183.70	5.0%
...2640	Bureau of Land Management (US-W-20137)	Ed M. Catron	6-1-68 (HBU)	Township 38 North, Range 113 West Section 30: Lots 3,4, SE¼SW¼ Section 31: Lots 1-4, E½W½		425.64	425.64	5.25%
...2641	Bureau of Land Management (US-W-35976)	C.W. Klaenhammer, Sr.	12-1-73 (12-1-83)	Township 38 North, Range 113 West Section 30: E½		320.00	320.00	5.0%
...2642	Bureau of Land Management (US-W-45256)	Betty J. Gifford	6-1-74 (6-1-84)	Township 39 North, Range 113 West Section 20: All (EXCEPT 20 acres in Patent 951053) Section 29: All		1,260.00	1,260.00	5.0%
...2643	Bureau of Land Management (US-W-45257)	Patricia A. Stratton	6-1-74 (6-1-84)	Township 39 North, Range 113 West Section 32: All Section 33: All Section 34: W½E½, W½		1,760.00	1,760.00	5.0%
...2644	Bureau of Land Management (US-W-12562)	Ed M. Catron	6-1-68 (HBU)	Township 38 North, Range 114 West Section 23: E½ Section 24: W½NW¼, S½ Section 25: All Section 36: N½		1,680.00	1,680.00	5.25%
...2645	Bureau of Land Management (US-W-35985)	C.W. Klaenhammer, Sr.	12-1-73 (HBU)	Township 39 North, Range 114 West Section 27: W½		320.00	320.00	5.0%
...2691	Bureau of Land Management (US-W-45260)	Betty J. Brown	7-1-74 (7-1-84)	Township 36 North, Range 114 West Section 7: Lots ...			...40	5

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EXHIBIT "A"

STATE OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE
Attached to: Assignment and Agreement
Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.
Dated: June 1, 1979

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK PAGE	ACRES GROSS	ACRES NET	EXISTING ROYALTIES
WY 2726	Bureau of Land Management (US-W-14188)	F. J. Bradshaw	11-1-68 (HBU)	Township 38 North, Range 114 West Section 10: NE¼		160.00	160.00	6.25%
WY-2727	Bureau of Land Management (US-W-33965)	B. J. Bradshaw	3-1-73 (HBU)	Township 38 North, Range 114 West Section 3: NE¼, N½NW¼, N½SE¼		320.00	320.00	6.25%
WY-2728	Bureau of Land Management (US-W-33112)	F. J. Bradshaw	3-1-73 (HBU)	Township 38 North, Range 114 West Section 12: E½ Section 13: E½		640.00	640.00	6.25%
WY-2729	Bureau of Land Management (US-W-22096)	B. J. Bradshaw	2-1-70 (HBU)	Township 36 North, Range 114 West Section 6: Lot 3		32.90	32.90	6.25%
WY-2750	Bureau of Land Management (US-W-55659)	Tom Panos	9-1-76 (HBU)	Township 39 North, Range 114 West Section 34: All		640.00	640.00	5.0%
WY-2785	Bureau of Land Management (US-W-55658)	W. H. Brown	9-1-76 (HBU)	Township 37 North, Range 114 West Section 36: N½, SW¼, N½SE¼, SW¼SE¼		600.00	600.00	5.0%
WY-2804	Bureau of Land Management (US-W-52398)	Robert L. Connell	11-1-75 (HBU)	Township 38 North, Range 114 West Section 12: SW¼NW¼		40.00	40.00	5.0%
WY-2811	Bureau of Land Management (US-W-57153)	Charlotte Hahn	2-1-70 (1-31-80)	Township 36 North, Range 114 West Section 16: SE¼NE¼, W½W½ W½E½SE¼NW¼, W½SE¼NW¼, W½E½NE¼SW¼, SE¼SE¼NE¼SW¼, W½NE¼SW¼, SE¼SW¼, NE¼SE¼, S½SE¼ Section 21: NE¼NE¼, N½NW¼, SW¼NW¼, SE¼SW¼, SE¼		782.50	782.50	6.0%
WY-2812	Bureau of Land Management (US-W-57152)	Gordon R. Hinz	12-1-69 (11-30-79)	Township 36 North, Range 115 West Section 3: All Section 10: N½, N½S½, SE¼SW¼, SE¼		1,211.00	1,211.00	5.0%

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EXHIBIT "A"

LEASE SCHEDULE
Attached to: Assignment and Agreement

STATE OF WYOMING COUNTY OF SUBLETTE & TETON

Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.

Dated: June 1, 1979

[redacted] NUMBER	LESSOR	LESSEE	LEASE DATE / EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
[redacted]7-2813	Bureau of Land Management (US-W-57154)	Geri Short and David Fins	7-1-72 (7-1-82)	Township 36 North, Range 115 West Section 23: All			640.00	640.00	4.0%
[redacted]7-2814	Bureau of Land Management (US-W-57155)	Charles W. Adams	1-1-74 (12-31-83)	Township 39 North, Range 113 West Section 19: All Section 30: E½ Section 31: E½			1,265.00	1,265.00	6.0%
[redacted]7-2815	Bureau of Land Management (US-W-57157)	H. E. Thomson	7-1-74 (7-1-84)	Township 39 North, Range 114 West Section 22: N½NE¼, SE¼NE¼			120.00	120.00	4.0%
[redacted]832	Bureau of Land Management (US-W-52376)	Estelle R. Wolf	11-1-75 (10-31-85)	Township 37 North, Range 113 West Section 6: SE¼ Section 18: NE¼ Section 19: N½NE¼			400.00	400.00	5.0%
[redacted]7-2834	Bureau of Land Management (US-W-47004)	B. Grosser	10-1-74 (9-30-84)	Township 37 North, Range 114 West, 6th PM Section 5: SE¼ Section 8: E½ Section 17: E½ Section 20: NE¼ Township 38 North, Range 114 West, 6th PM Section 33: NW¼			1,136.50	1,136.50	5.0%
[redacted]W-2835	Bureau of Land Management (US-W-22671)	Nola Grace Ptasynski	2-1-70 (1-31-80)	Township 37 North, Range 113 West, 6th PM Section 5: SW¼			160.00	160.00	5.0%
[redacted]837	Bureau of Land Management (US-W-23376)	Nola Grace Ptasynski	5-1-70 (4-30-80)	Township 37 North, Range 113 West, 6th PM Section 7: SE¼			160.00	160.00	5.0%

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EXHIBIT "A"

STATE OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE
Attached to: Assignment and Agreement
Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.
Dated: June 1, 1979

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDEN
WY-2841	Bureau of Land Management (US-W-45859)	Raymond A. Lutz	7-1-74 (6-30-84)	Township 37 North, Range 113 West Section 14: Lots 1, 2, W½SW¼ Section 15: N½ Section 22: E½SE¼ Section 26: Lot 1, N½NW¼, W½SE¼NW¼, NW¼NW¼SW¼ Section 28: NW¼ (Re-Surveyed effective 11-9-77)			706.11	706.11	5.0%
WY-2860	Bureau of Land Management (US-W-25355)	Dick V. Welch	9-1-70 (8-31-80)	Township 38 North, Range 113 West Section 29: NE¼SE¼			40.00	40.00	5.0%
WY-2890	Bureau of Land Management (US-W-45863)	Bonnie J. Sorenson	7-1-74 (6-30-84)	Township 38 North, Range 113 West Section 1: Lots 1,2,3,4; S½N½; N½S½ Section 2: Lots 1,2,3,4; S½N½; S½ Section 3: Lots 1,2,3,4; S½N½; S½ Section 4: Lots 1,2,3,4; S½N½; S½ Section 5: Lots 1,2,3,4;			2,499.19	2,499.19	5.0%
WY-2961-1	Walden L. Campbell and his wife, Patricia M. Campbell	Rainbow Resources, Inc.	8-18-78 (eff.9-29-78) (9-29-83)	Township 38 North, Range 113 West Section 25: S½NE¼NE¼, SW¼NE¼, S½N½NW¼, SE¼NW¼, N½SW¼NW¼ Section 28: N½SW¼, SE¼SW¼, SW¼SE¼ Section 33: NE¼NW¼, W½NE¼, SE¼NE¼ Section 35: SE¼	56	587	640.00	560.00	-
WY-2965-2	Harriet H. Rogers and her husband, Jim Rogers	Rainbow Resources, Inc.	9-9-78 (9-9-83)	Township 38 North, Range 113 West Section 35: SE¼	56	593	160.00	80.00	-
WY-2966-1	Daisy Francisco, a widow	Rainbow Resources, Inc.	8-17-78 (eff.9-28-78) (9-28-83)	Township 38 North, Range 113 West Section 33: E½SW¼ Township 37 North, Range 113 West Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼ Section 9:	56	589	647.35	201.84	-

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EXHIBIT "A"

Fourteen

E OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE
Attached to: Assignment and Agreement

Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.

Dated: June 1, 1979

ER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
966-2	Leola H. Amrein, a widow; Terrence G. Amrein and his wife, Melissa Amrein	Rainbow Resources, Inc.	8-17-78 (eff.9-29-78) (9-29-83)	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, N½	56	591	647.35	201.84	-
966-3	First Wyoming Bank, N.A., Hazel Nesbitt Halling, Co-executors of the Estate of Grace Van Winkle Booker, Deceased	Rainbow Resources, Inc.	9-18-78 (9-18-83)	Township 37 North, Range 113 West Section 4: Lot 3 (7.75 ac.), NE¼SW¼, SW¼SE¼, N½SE¼ (except the Hicks Subd. 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 4, Page 610 in Sublette County Records, containing 20 acs.,m/l); Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼; and Township 38 North, Range 113 West Section 33: E½SW¼	57	4	458.03	229.02	-
[redacted]	Bureau of Land Management (US-W-66251)	Rita Short and Lee Gray	2-1-70 (11-17-80)	Township 34 North, Range 115 West Section 10: N½, N½SW¼			400.00	400.00	4.0%

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EXHIBIT "A"

STATE OF WYOMING COUNTY OF SUBLETTE

LEASE SCHEDULE
Attached to: Assignment and Agreement
Between: G S Oil & Gas Co. and
Chevron-U.S.A. Inc.
Dated: June 1, 1979

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE EXP. DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
WY-2993	Bureau of Land Management (US-W-45253)	F. J. Bradshaw	6-1-74 (6-30-84)	Township 38 North, Range 113 West Section 5: S½ Section 8: All Section 9: All Section 16: All Section 17: E½, E½W½			2,560.00	2,560.00	6.0%
WY-2999	Bureau of Land Management (US-W-45876)	James B. Ross	7-1-74 (HBU)	Township 39 North, Range 114 West Section 35: All			640.00	640.00	6.25%
WY-3000	Bureau of Land Management (US-W-57158)	James B. Ross	7-1-74 (6-30-84)	Township 39 North, Range 114 West Section 22: NE¼SE¼			40.00	40.00	6.25%
WY-3001	Bureau of Land Management (US-W-36441)	L. Alice Collister	12-1-73 (HBU)	Township 39 North, Range 114 West Section 23: SW¼SW¼			40.00	40.00	6.25%
WY-3002	Bureau of Land Management (US-W-57156)	L. Alice Collister	12-1-73 (11-30-83)	Township 39 North, Range 114 West Section 22: W½, SW¼NE¼, W½SE¼, SE¼SE¼			480.00	480.00	6.25%

[redacted] [redacted] [redacted] 771-8101

EXHIBIT "B"

Attached to and made a part of that certain
Assignment and Agreement dated June 1, 1979
by and between CHEVRON U.S.A. INC. and G S OIL & GAS CO. (1976)

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of June, 1979, by and between CHEVRON U.S.A. INC., a corporation, P. O. Box 599, Denver, Colorado 80201 (hereinafter called "FIRST PARTY") and RAINBOW RESOURCES, INC., a corporation, 10 Lakeside Lane, Suite 308, Denver, Colorado 80212, RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership comprised of Rainbow Resources, Inc. and Joseph Oil Corporation, 305 Goodstein Building, Casper, Wyoming 82601, TERRA RESOURCES, INC., a corporation, 950 17th Street, Suite 850, Denver, Colorado 80202, and BARBER OIL EXPLORATION, INC., a corporation, 1717 St. James Place, Suite 600, Houston, Texas 77056, (hereinafter called collectively "SECOND PARTIES").

WHEREAS, SECOND PARTIES are parties to that certain Exploration Agreement made and entered into effective May 1, 1976, by and between RAINBOW RESOURCES, INC., 10 Lakeside Lane, Suite 308, Denver, Colorado 80212 ("Rainbow"), RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership comprised of Rainbow and Joseph Oil Corporation, 305 Goodstein Building, Casper, Wyoming 82601 ("Rainbow Partnership"), FARMLAND INTERNATIONAL ENERGY COMPANY, 1212 First City East Building, Houston, Texas 77002 ("Farmland"), BARBER OIL EXPLORATION, INC., 2627 Tenneco Building, Houston, Texas 77002 ("Barber"), TEXASGULF, INC., 1100 Milam Building, Suite 3000, Houston, Texas 77002 ("Texasgulf") and G S OIL & GAS CO. (1976), a partnership, 55 Broad Street, New York, 10004 ("G S Partnership"), (hereinafter referred to as "said Exploration Agreement");

WHEREAS, FIRST PARTY has agreed to purchase the leasehold of G S Partnership which interest, except for this agreement, would be subject to said Exploration Agreement;

WHEREAS, a condition for such purchase is that the conveyance be free and clear of any and all terms and provisions of said Exploration Agreement; and

WHEREAS, SECOND PARTIES desire to agree that FIRST PARTY shall not become a party to said Exploration Agreement and shall never be bound by any of the terms and provisions thereof;

NOW THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid to each of the SECOND PARTIES receipt and sufficiency of which are hereby acknowledged and of the mutual agreements herein contained, the parties hereto agree as follows:

1. SECOND PARTIES, individually and collectively, agree that FIRST PARTY shall not become a party to said Exploration Agreement and shall never be bound by any of the terms and provisions thereof.

2. Area of Mutual Interest:

An Area of Mutual Interest is hereby established comprising all of the lands within the Cliff Creek Area described in Exhibit "A" attached hereto and made a part hereof for all purposes. If any party hereto acquires an oil and gas lease (the term "oil and gas lease" shall include oil, gas and mineral lease) or oil and gas interest covering lands within the Area of Mutual Interest, the acquiring party shall forthwith furnish to the nonacquiring parties notice in writing of such acquisition giving full details thereof including (a) total bonus consideration, (b) direct cost of acquisition, (c) copies of the instruments of acquisition and all, if applicable, the instruments creating the rights or estate being acquired if other than the instrument of acquisition, and (d) copies of title information in the possession of the acquiring party. Within thirty (30) days after receipt of notice of acquisition, each nonacquiring party shall notify the acquiring party in writing whether or not it elects to participate in the acquisition. Each of the parties shall have the right to participate in proportions as follows:

Chevron U.S.A. Inc.	12.5%
Rainbow Resources, Inc.	25.0%
Terra Resources, Inc.	25.0%
Barber Oil Exploration, Inc.	12.5%
Rainbow Resources, Inc. Exploration Partnership 1976	25.0%

Failure of any nonacquiring party to notify the acquiring party within said thirty (30) days after receipt of notice of acquisition shall be deemed an election by such nonacquiring party not to participate.

If some, but less than all of the parties elect to participate in the acquisition, the oil and gas lease or the oil and gas interest shall be owned by the parties who elect to participate therein, in a ratio base on the relationship of their respective percentage of participation in the Area of Mutual Interest to the aggregate of the percentages of participation in the Area of Mutual Interest of all parties participating in the acquisition.

If any nonacquiring party elects to participate in the acquisition, then the acquiring party shall forthwith execute and deliver an assignment, deed or other conveyance as appropriate, transferring the appropriate undivided fraction of the property interest so acquired. Upon receipt of same, the nonacquiring party shall forthwith reimburse the acquiring party the same fraction of the consideration paid therefor and of the stated expense of acquisition. Instruments transferring title shall be on a form acceptable to the transferee and shall be made without covenants of warranty except by, through and under the transferor.

For the purpose of this paragraph 2, an option to acquire an oil and gas lease or an oil and gas interest shall not be considered an acquisition and accordingly, interests in such option shall not be tendered to the other parties hereto at the time such option is acquired, but the acquiring party will notify the other parties hereto in writing of acquisition of said option within ten (10) days of said acquisition; however, if an oil and gas lease or an oil and gas interest is acquired under such option, such lease or interest shall be subject to the provisions of this paragraph 2 and the cost of acquiring such option shall be considered as a part of the cost of acquiring such lease or interest. Additionally, if the party holding any such option does not intend to exercise the same, then prior to permitting such option to terminate without being exercised, the holder thereof shall submit the full interest in and to the same to the other parties hereto in accordance with this paragraph 2.

The rights granted to each party hereto by the terms of this paragraph 2 shall remain in effect as long as two (2) or more of the

parties to this agreement jointly own oil and gas leases or oil and gas interests within the Area of Mutual Interest, or until two (2) years after completion of the 1-7 Federal well located in SE¼SE¼ of Section 7, T-36-N, R-114-W, or a substitute therefor, as a well capable of producing oil and/or gas in commercial quantities (to-wit: quantities sufficient to repay the cost of producing operations, with a reasonable profit) or until two (2) years after plugging and abandoning said well whichever first occurs.

Should any party, prior to termination of the rights granted under this paragraph 2 bid on an oil and gas lease or oil and gas interest covering governmental lands, the bidding party shall comply with any and all disclosure regulations then in effect and presently shall disclose in writing to the governmental entity conducting the sale the rights of the other parties hereto to share in any lease or interest awarded. Such disclosure shall accompany sealed bids and, in the event of oral bidding, shall be made subsequent to the close of all bidding at the sale and prior to formal award of lease.

To avoid multiple filings for lands within the Area of Mutual Interest in any simultaneous filing drawing held by any governmental agency, any party who proposes to participate in such a drawing shall so notify all other parties to this agreement prior to filing any entry application. Such notifying party shall be the only party who shall participate as to the tract or tracts concerned. Such filing party shall comply with all applicable regulations with respect to sole party in interest statements. The other parties shall timely furnish to the filing party properly executed documents to comply with such regulations. The same procedure shall be followed for "over-the-counter" offers to lease.

3. Operating Agreement:

If joint operations are to be conducted within the Area of Mutual Interest outside the Game Hill Unit, the parties will enter into an Operating Agreement substantially in the form attached as Exhibit "D" to said Exploration Agreement.

[redacted] [redacted] [redacted]

4. Non-Consent Provision for Wildcat Wells:

As used in this agreement, the terms "wildcat well," "spacing unit" and "contiguous sections" shall mean the following:

(a) "Spacing unit" shall mean the area fixed by applicable government order for the drilling of one well with respect to the premises concerned. In absence of an order establishing drilling or spacing units, the spacing unit shall be a governmental section of land for gas and a governmental quarter-quarter section of land for oil;

(b) "Wildcat well" means a test well that is located at least one mile from any spacing unit upon which there is a well then existing which is capable of production in commercial quantities (regardless of actual production); provided, however, a well shall be considered a wildcat well even though it be located closer to an existing producible well in the event the primary objective of such wildcat well is some formation deeper than the horizon or horizons in which production is established in the existing producible well.

(c) "Contiguous sections" shall include the governmental sections of land which have a common corner, as well as those governmental sections having a common boundary.

If any party or parties desire to drill a wildcat well within the Area of Mutual Interest which has not been agreed upon by all parties to this agreement, those desiring to drill such well (hereinafter referred to as "drilling party") shall give the other party or parties written notice of the proposed well, specifying the location, the approximate depth and the estimated cost of such well. The party receiving such notice shall have sixty (60) days after receipt of such written notice within which to signify in writing to drilling party whether it desires to participate in the drilling of said well at such location. Failure of a party receiving such notice to so reply thereto within said period shall be construed as an election by said party not to participate in the drilling of said well. If all the parties hereto elect to participate

in the drilling of the well, the well shall be drilled by operator as a jointly owned well, pursuant to the terms of the Operating Agreement referred to in paragraph 3. If a party or parties receiving the notice refuse to join in the drilling of such well (such refusing party being hereinafter referred to as the "non-drilling party"), then drilling parties shall have the right for a period of sixty (60) days after the expiration of the aforesaid period of sixty (60) days to actually commence the drilling of said well at the location designated in the notice. If the actual drilling of said well is not so commenced within said period, the election of non-drilling parties not to participate in the drilling of said well shall be of no force and effect and all rights and privileges accruing hereunder to drilling party by reason of having given said notice shall terminate. If drilling party shall commence the actual drilling of said well within the time specified, it shall proceed with diligence to drill said well to the depth specified in a bona fide effort to find and produce oil and/or gas pursuant to the terms of the Operating Agreement referred to in paragraph 3. The entire cost and risk of drilling such well under such circumstances shall be borne by the drilling party and it shall keep the leasehold estate free and clear of any liens and encumbrances of every kind and character created by or arising from its operations thereon. When the well has been drilled to the objective depth and completed as a producer or as a dry hole, non-drilling party shall execute, acknowledge and deliver to drilling party, an assignment in proper form of all non-drilling party's right, title and interest in the lease acreage consisting of the governental section upon which the well is located and the eight (8) contiguous sections, as to all zones or horizons from the surface of the ground to the stratigraphic equivalent of the total depth penetrated by said well (excepting and reserving, however, with respect to any spacing unit on which an existing producible well is located and all spacing units directly and diagonally offsetting such unit or units and all unit participating areas, all zones or horizons from the surface down to and including the deepest zone or horizon in which an existing producible well or wells is completed,

except that the assignment shall not cover lands outside the Area of Mutual Interest. It is specifically understood that the assignment will not be deemed to cover the zones or horizons below the stratigraphic equivalent which may reoccur at a depth below the total depth penetrated by the said well as a result of faulting or thrusting. The said assignment shall reserve to the non-drilling party all the non-drilling party's interest in all zones and formations below the stratigraphic equivalent of the tot.. depth penetrated by said test well. If more than one party has elected to drill said well, the interest so assigned shall be owned by the drilling parties in the proportion that the interest of each such party bears to the total interest of all drilling parties. The assignment of the relinquished interest shall warrant that the interest so assigned is free and clear of all liens, claims, clouds and encumbrances caused, suffered or created by, through or under the assignor since June 1, 1979 for FIRST PARTY and since May 1, 1976 for SECOND PARTIES. The well and leasehold interest so assigned shall thereafter belong to drilling Party, but non-drilling party shall have access to said well and all other wells drilled on the acreage so assigned for the purpose of observation of operations. Non-drilling party shall, upon request, be furnished with samples saved in drilling of such wells and shall, upon completion of any such well, be furnished with copies of all logs and other information obtained in the drilling and testing of such wells. Any non-drilling party which has relinquished its interest in accordance with the provisions of this paragraph shall not be entitled to participate in subsequent acreage acquisitions in said nine (9) governmental sections, which right of participation would otherwise accrue in accordance with the provisions of paragraph 2.

This agreement may be executed in any number of counterparts each of which shall have the same force and affect as if all parties had executed the original agreement, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed effective the day and year first above written.

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By
Charles A. Shear, Vice-President

ATTEST:

TERRA RESOURCES, INC.

By

ATTEST:

BARBER OIL EXPLORATION, INC.

By

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.
EXPLORATION PARTNERSHIP, 1976

By RAINBOW RESOURCES, INC.
a general partner

By
Charles A. Shear, Vice-President

ATTEST:

JOSEPH OIL CORPORATION
a general partner

By

G S OIL & GAS CO. (1976)
a partnership

By

CHEVRON U.S.A. INC.

By
Assistant Secretary

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me by _____, _____ of RAINBOW RESOURCES, INC., this _____ day of _____, 1979.

WITNESS my hand and official seal.

My Commission Expires:

_____ Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me by _____, _____ of BARBER OIL EXPLORATION, INC., this _____ day of _____, 1979.

WITNESS my hand and official seal.

My Commission Expires:

_____ Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me by _____, _____ of TERRA RESOURCES, INC. this _____ day of _____, 1979.

WITNESS my hand and official seal.

My Commission Expires

_____ Notary Public

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

On this 2 day of AUGUST, in the year 1979, before me personally appeared GEORGE LIXOTY, a general partner, known to me to be one of the partners in the partnership of G S OIL AND GAS CO. (1976), and the partner of one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jean Schnell
Notary Public

Residing at 609 Columbus Ave

JEAN SCHNELL
NOTARY PUBLIC State of New York
No. [illegible]
[illegible]
Commission Expires March 30, 1980

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year 19____, before me personally appeared _____ of JOSEPH OIL CORPORATION, a general partner, known to me to be one of the partners in the partnership of RAINBOW RESOURCES, INC., EXPLORATION PARTNERSHIP, 1976, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public

Residing at _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year 19____, before me personally appeared _____ of RAINBOW RESOURCES, INC., a general partner, known to me to be one of the partners in the partnership of RAINBOW RESOURCES, INC., EXPLORATION PARTNERSHIP, 1976, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public

Residing at _____

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared _____, 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 ____ day of _____, 1979.

My commission expires:

_____

_____
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain agreement dated June 1, 1979 by and between CHEVRON U.S.A. INC. and RAINBOW RESOURCES, INC., Rainbow Resources, Inc. Exploration Partnership, 1976, a partnership comprised of Rainbow Resources, Inc. and Joseph Oil Corporation, Terra Resources, Inc. and Barber Oil Exploration, Inc.

Lands Comprising Area of Mutual Interest

Township 39 North, Range 113 West
All

Township 39 North, Range 114 West
All

Township 38 North, Range 113 West
All

Township 38 North, Range 114 West
All

Township 37 North, Range 113 West
All

Township 37 North, Range 114 West
All

Township 36 North, Range 114 West
Sections 4,5,6,7,8,9,16,17,18,19,20,21,
30,29,28,31,32,33

Township 36 North, Range 115 West
Sections 1,2,3,4,9,10,11,12,13,14,15,
16,21,22,23,24,25,26,27,28,
33,34,35,36

Township 35 North, Range 115 West
All

Township 34 North, Range 115 West
Sections 1,2,3,4,9,10,11,12,13,14,15,
16,21,22,23,24,25,26,27,28,
33,34,35,36

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227-8101

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of June, 1979, by and between CHEVRON U.S.A. INC., a corporation, P. O. Box 599, Denver, Colorado 80201 (hereinafter called "FIRST PARTY") and RAINBOW RESOURCES, INC., a corporation, 10 Lakeside Lane, Suite 308, Denver, Colorado 80212, RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership comprised of Rainbow Resources, Inc. and Joseph Oil Corporation, 305 Goodstein Building, Casper, Wyoming 82601, TERRA RESOURCES, INC., a corporation 950 17th Street, Suite 850, Denver, Colorado 80202, and BARBER OIL EXPLORATION, INC., a corporation, 1717 St. James Place, Suite 600, Houston, Texas 77056, (hereinafter called collectively "SECOND PARTIES").

WHEREAS, SECOND PARTIES are parties to that certain Exploration Agreement made and entered into effective May 1, 1976, by and between RAINBOW RESOURCES, INC., 10 Lakeside Lane, Suite 308, Denver, Colorado 80212 ("Rainbow"), RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership comprised of Rainbow and Joseph Oil Corporation, 305 Goodstein Building, Casper, Wyoming 82601 ("Rainbow Partnership"), FARMLAND INTERNATIONAL ENERGY COMPANY, 1212 First City East Building, Houston, Texas 77002 ("Farmland"), BARBER OIL EXPLORATION, INC., 2627 Tenneco Building, Houston, Texas 77002 ("Barber"), TEXASGULF, INC., 1100 Milam Building, Suite 3000, Houston, Texas 77002 ("Texasgulf") and G S OIL & GAS CO. (1976), a partnership, 55 Broad Street, New York, 10004 ("G S Partnership"), (hereinafter referred to as "said Exploration Agreement");

WHEREAS, FIRST PARTY has agreed to purchase the leasehold of G S Partnership which interest, except for this agreement, would be subject to said Exploration Agreement;

WHEREAS, a condition for such purchase is that the conveyance be free and clear of any and all terms and provisions of said Exploration Agreement; and

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WHEREAS, SECOND PARTIES desire to agree that FIRST PARTY shall not become a party to said Exploration Agreement and shall never be bound by any of the terms and provisions thereof;

NOW THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid to each of the SECOND PARTIES receipt and sufficiency of which are hereby acknowledged and of the mutual agreements herein contained, the parties hereto agree as follows:

1. SECOND PARTIES, individually and collectively, agree that FIRST PARTY shall not become a party to said Exploration Agreement and shall never be bound by any of the terms and provisions thereof.

2. Area of Mutual Interest:

An Area of Mutual Interest is hereby established comprising all of the lands within the Cliff Creek Area described in Exhibit "A" attached hereto and made a part hereof for all purposes. If any party hereto acquires an oil and gas lease (the term "oil and gas lease" shall include oil, gas and mineral lease) or oil and gas interest covering lands within the Area of Mutual Interest, the acquiring party shall forthwith furnish to the nonacquiring parties notice in writing of such acquisition giving full details thereof including (a) total bonus consideration, (b) direct cost of acquisition, (c) copies of the instruments of acquisition and all, if applicable, the instruments creating the rights or estate being acquired if other than the instrument of acquisition, and (d) copies of title information in the possession of the acquiring party. Within thirty (30) days after receipt of notice of acquisition, each nonacquiring party shall notify the acquiring party in writing whether or not it elects to participate in the acquisition. Each of the parties shall have the right to participate in proportions as follows:

Chevron U.S.A. Inc.	12.5%
Rainbow Resources, Inc.	25.0%
Terra Resources, Inc.	25.0%
Barber Oil Exploration, Inc.	12.5%
Rainbow Resources, Inc. Exploration Partnership 1976	25.0%

Failure of any nonacquiring party to notify the acquiring party within said thirty (30) days after receipt of notice of acquisition shall be deemed an election by such nonacquiring party not to participate.

If some, but less than all of the parties elect to participate in the acquisition, the oil and gas lease or the oil and gas interest shall be owned by the parties who elect to participate therein, in a ratio based on the relationship of their respective percentage of participation in the Area of Mutual Interest to the aggregate of the percentages of participation in the Area of Mutual Interest of all parties participating in the acquisition.

If any nonacquiring party elects to participate in the acquisition, then the acquiring party shall forthwith execute and deliver an assignment, deed or other conveyance as appropriate, transferring the appropriate undivided fraction of the property interest so acquired. Upon receipt of same, the nonacquiring party shall forthwith reimburse the acquiring party the same fraction of the consideration paid therefor and of the stated expense of acquisition. Instruments transferring title shall be on a form acceptable to the transferee and shall be made without covenants of warranty except by, through and under the transferor.

For the purpose of this paragraph 2, an option to acquire an oil and gas lease or an oil and gas interest shall not be considered an acquisition and accordingly, interests in such option shall not be tendered to the other parties hereto at the time such option is acquired but the acquiring party will notify the other parties hereto in writing of acquisition of said option within ten (10) days of said acquisition; however, if an oil and gas lease or an oil and gas interest is acquired under such option, such lease or interest shall be subject to the provisions of this paragraph 2 and the cost of acquiring such option shall be considered as a part of the cost of acquiring such lease or interest. Additionally, if the party holding any such option does not intend to exercise the same, then prior to permitting such option to terminate without being exercised, the holder thereof shall submit the full interest in and to the same to the other parties hereto in accordance with this paragraph 2.

The rights granted to each party hereto by the terms of this paragraph 2 shall remain in effect as long as two (2) or more of the

parties to this agreement jointly own oil and gas leases or oil and gas interests within the Area of Mutual Interest, or until two (2) years after completion of the 1-7 Federal well located in SE¼SE¼ of Section 7, T-36-N, R-114-W, or a substitute therefor, as a well capable of producing oil and/or gas in commercial quantities (to-wit: quantities sufficient to repay the cost of producing operations, with a reasonable profit) or until two (2) years after plugging and abandoning said well whichever first occurs.

Should any party, prior to termination of the rights granted under this paragraph 2 bid on an oil and gas lease or oil and gas interest covering governmental lands, the bidding party shall comply with any and all disclosure regulations then in effect and presently shall disclose in writing to the governmental entity conducting the sale the rights of the other parties hereto to share in any lease or interest awarded. Such disclosure shall accompany sealed bids and, in the event of oral bidding, shall be made subsequent to the close of all bidding at the sale and prior to formal award of lease.

To avoid multiple filings for lands within the Area of Mutual Interest in any simultaneous filing drawing held by any governmental agency, any party who proposes to participate in such a drawing shall so notify all other parties to this agreement prior to filing any entry application. Such notifying party shall be the only party who shall participate as to the tract or tracts concerned. Such filing party shall comply with all applicable regulations with respect to sole party in interest statements. The other parties shall timely furnish to the filing party properly executed documents to comply with such regulations. The same procedure shall be followed for "over-the-counter" offers to lease.

3. Operating Agreement:

If joint operations are to be conducted within the Area of Mutual Interest outside the Game Hill Unit, the parties will enter into an Operating Agreement substantially in the form attached as Exhibit "D" to said Exploration Agreement.

4. Non-Consent Provision for Wildcat Wells:

As used in this agreement, the terms "wildcat well," "spacing unit" and "contiguous sections" shall mean the following:

(a) "Spacing unit" shall mean the area fixed by applicable government order for the drilling of one well with respect to the premises concerned. In absence of an order establishing drilling or spacing units, the spacing unit shall be a governmental section of land for gas and a governmental quarter-quarter section of land for oil;

(b) "Wildcat well" means a test well that is located at least one mile from any spacing unit upon which there is a well then existing which is capable of production in commercial quantities (regardless of actual production); provided, however, a well shall be considered a wildcat well even though it be located closer to an existing producible well in the event the primary objective of such wildcat well is some formation deeper than the horizon or horizons in which production is established in the existing producible well.

(c) "Contiguous sections" shall include the governmental sections of land which have a common corner, as well as those governmental sections having a common boundary.

If any party or parties desire to drill a wildcat well within the Area of Mutual Interest which has not been agreed upon by all parties to this agreement, those desiring to drill such well (hereinafter referred to as "drilling party") shall give the other party or parties written notice of the proposed well, specifying the location, the approximate depth and the estimated cost of such well. The party receiving such notice shall have sixty (60) days after receipt of such written notice within which to signify in writing to drilling party whether it desires to participate in the drilling of said well at such location. Failure of a party receiving such notice to so reply thereto within said period shall be construed as an election by said party not to participate in the drilling of said well. If all the parties hereto elect to participate

in the drilling of the well, the well shall be drilled by operator as a jointly owned well, pursuant to the terms of the Operating Agreement referred to in paragraph 3. If a party or parties receiving the notice refuse to join in the drilling of such well (such refusing party being hereinafter referred to as the "non-drilling party"), then drilling parties shall have the right for a period of sixty (60) days after the expiration of the aforesaid period of sixty (60) days to actually commence the drilling of said well at the location designated in the notice. If the actual drilling of said well is not so commenced within said period, the election of non-drilling parties not to participate in the drilling of said well shall be of no force and effect and all rights and privileges accruing hereunder to drilling party by reason of having given said notice shall terminate. If drilling party shall commence the actual drilling of said well within the time specified, it shall proceed with diligence to drill said well to the depth specified in a bona fide effort to find and produce oil and/or gas pursuant to the terms of the Operating Agreement referred to in paragraph 3. The entire cost and risk of drilling such well under such circumstances shall be borne by the drilling party and it shall keep the leasehold estate free and clear of any liens and encumbrances of every kind and character created by or arising from its operations thereon. When the well has been drilled to the objective depth and completed as a producer or as a dry hole, non-drilling party shall execute, acknowledge and deliver to drilling party, an assignment in proper form of all non-drilling party's right, title and interest in the lease acreage consisting of the governmental section upon which the well is located and the eight (8) contiguous sections, as to all zones or horizons from the surface of the ground to the stratigraphic equivalent of the total depth penetrated by said well (excepting and reserving, however, with respect to any spacing unit on which an existing producible well is located and all spacing units directly and diagonally offsetting such unit or units and all unit participating areas, all zones or horizons from the surface down to and including the deepest zone or horizon in which an existing producible well or wells is completed,

except that the assignment shall not cover lands outside the Area of Mutual Interest. It is specifically understood that the assignment will not be deemed to cover the zones or horizons below the stratigraphic equivalent which may reoccur at a depth below the total depth penetrated by the said well as a result of faulting or thrusting. The said assignment shall reserve to the non-drilling party all the non-drilling party's interest in all zones and formations below the stratigraphic equivalent of the total depth penetrated by said test well. If more than one party has elected to drill said well, the interest so assigned shall be owned by the drilling parties in the proportion that the interest of each such party bears to the total interest of all drilling parties. The assignment of the relinquished interest shall warrant that the interest so assigned is free and clear of all liens, claims, clouds and encumbrances caused, suffered or created by, through or under the assignor since June 1, 1979 for FIRST PARTY and since May 1, 1976 for SECOND PARTIES. The well and leasehold interest so assigned shall thereafter belong to drilling party, but non-drilling party shall have access to said well and all other wells drilled on the acreage so assigned for the purpose of observation of operations. Non-drilling party shall, upon request, be furnished with samples saved in drilling of such wells and shall, upon completion of any such well, be furnished with copies of all logs and other information obtained in the drilling and testing of such wells. Any non-drilling party which has relinquished its interest in accordance with the provisions of this paragraph shall not be entitled to participate in subsequent acreage acquisitions in said nine (9) governmental sections, which right of participation would otherwise accrue in accordance with the provisions of paragraph 2.

This agreement may be executed in any number of counterparts each of which shall have the same force and affect as if all parties had executed the original agreement, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed effective the day and year first above written.

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By _____
Charles A. Shear, Vice-President

ATTEST:

TERRA RESOURCES, INC.

_____

By _____

ATTEST:

BARBER OIL EXPLORATION, INC.

_____

By _____

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.
EXPLORATION PARTNERSHIP, 1976

By RAINBOW RESOURCES, INC.
a general partner

By _____
Charles A. Shear, Vice-President

ATTEST:

[redacted]

JOSEPH OIL CORPORATION
a general partner

By _____

G S OIL & GAS CO. (1976)
a partnership

By _____

CHEVRON U.S.A. INC.

By _____
Assistant Secretary

IN WITNESS WHEREOF, this agreement has been executed effective the day and year first above written.

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By _____
Charles A. Shear, Vice-President

ATTEST:

_____

TERRA RESOURCES, INC.

By _____

ATTEST:

_____

BARBER OIL EXPLORATION, INC.

By _____

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.
EXPLORATION PARTNERSHIP, 1976

By RAINBOW RESOURCES, INC.
a general partner

By _____
Charles A. Shear, Vice-President

ATTEST:

_____

JOSEPH OIL CORPORATION
a general partner

By _____

G S OIL & GAS CO. (1976)
a partnership

By _____

CHEVRON U.S.A. INC.

By _____
Assistant Secretary

IN WITNESS WHEREOF, this agreement has been executed effective the day and year first above written.

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By
Charles A. Shear, Vice-President

[redacted]

ATTEST:

TERRA RESOURCES, INC.

By
D. A. Hauck, Vice President

BARBER OIL EXPLORATION, INC.

ATTEST:

By

RAINBOW RESOURCES, INC.
EXPLORATION PARTNERSHIP, 1976

By RAINBOW RESOURCES, INC.
a general partner

By
Charles A. Shear, Vice-President

ATTEST:

Assistant Secretary

JOSEPH OIL CORPORATION
a general partner

ATTEST:

By

G S OIL & GAS CO. (1976)
a partnership

By

CHEVRON U.S.A. INC.

By
Assistant Secretary

STATE OF Colorado)
)ss.
COUNTY OF Jefferson)

The foregoing assignment was acknowledged before me by [illegible], [illegible] of RAINBOW RESOURCES, INC., this [illegible] day of [illegible], 1979.

WITNESS my hand and official seal.

My Commission Expires:

[illegible]

[illegible]
Notary Public

STATE OF Texas)
)ss.
COUNTY OF Harris)

The foregoing Assignment was acknowledged before me by Robert E. Doyle, President of BARBER OIL EXPLORATION, INC., this 17th day of August, 1979.

WITNESS my hand and official seal.

My Commission Expires:

Anne L. Mack
Notary Public
ANNE L. MACK
Notary Public in and for Harris County, Texas
My Commission Expires DEC 31 '80

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me by _____, _____ of TERRA RESOURCES, INC. this _____ day of _____, 1979.

WITNESS my hand and official seal.

My Commission Expires

_____
Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year 19____, before me personally appeared _____, a general partner, known to me to be one of the partners in the partnership of G S OIL AND GAS CO. (1976), and the partner of one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public

Residing at _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me by _____, _____ of RAINBOW RESOURCES, INC., this _____ day of _____, 1979.

WITNESS my hand and official seal.

My Commission Expires:

My commission expires July 23, 1982

_____
Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me by _____, _____ of BARBER OIL EXPLORATION, INC., this _____ day of _____, 1979.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

STATE OF Texas)
)ss.
COUNTY OF Harris)

The foregoing Assignment was acknowledged before me by D. A. Leach, Vice President of TERRA RESOURCES, INC. this 20th day of July, 1979.

WITNESS my hand and official seal.

My Commission Expires

Sept. 11, 1982

Notary Public

SUZANNE [illegible]
Notary Public in Harris County, Texas
My Commission Expires September 11, 1982
Bonded by Aetna Casualty & Surety Corp.

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year 19____, before me personally appeared _____, a general partner, known to me to be one of the partners in the partnership of G S OIL AND GAS CO. (1976), and the partner of one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public

Residing at _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ___ day of _____, in the year 19___, before me personally appeared _____ of JOSEPH OIL CORPORATION, a general partner, known to me to be one of the partners in the partnership of RAINBOW RESOURCES, INC., EXPLORATION PARTNERSHIP, 1976, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public

MAYER KARKOWSKY
Notary Public, State of New York
Residing at _____
Qualified in Kings County
Commission Expires March 30, 19__

STATE OF _____)
)ss.
COUNTY OF _____)

On this ___ day of _____, in the year 19___, before me personally appeared _____ of RAINBOW RESOURCES, INC., a general partner, known to me to be one of the partners in the partnership of RAINBOW RESOURCES, INC., EXPLORATION PARTNERSHIP, 1976, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public

My commission expires July 23, 1982

Residing at _____

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared _____, 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 ___ day of _____, 1979.

My commission expires:

_____
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain agreement dated June 1, 1979 by and between CHEVRON U.S.A. INC. and RAINBOW RESOURCES, INC., Rainbow Resources, Inc. Exploration Partnership, 1976, a partnership comprised of Rainbow Resources, Inc. and Joseph Oil Corporation, Terra Resources, Inc. and Barber Oil Exploration, Inc.

Lands Comprising Area of Mutual Interest

Township 39 North, Range 113 West
All

Township 39 North, Range 114 West
All

Township 38 North, Range 113 West
All

Township 38 North, Range 114 West
All

Township 37 North, Range 113 West
All

Township 37 North, Range 114 West
All

Township 36 North, Range 114 West
Sections 4,5,6,7,8,9,16,17,18,19,20,21,
30,29,28,31,32,33

Township 36 North, Range 115 West
Sections 1,2,3,4,9,10,11,12,13,14,15,
16,21,22,23,24,25,26,27,28,
33,34,35,36

Township 35 North, Range 115 West
All

Township 34 North, Range 115 West
Sections 1,2,3,4,9,10,11,12,13,14,15,
16,21,22,23,24,25,26,27,28,
33,34,35,36

Form 3110–[redacted]
Eleventh Ed[redacted]
(March 1977)
(formerly 3120–3

UNI[redacted] STATES
DEPARTMEN[redacted] THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] au No. 42 R0990

Office

Serial No. W-69232

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

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss MONSANTO COMPANY
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address

700 S. COLORADO BLVD., SUITE 500
(Number and Street)

DENVER, COLORADO 80222
(City, State, ZIP Code)

2. Land requested: State Wyoming County Sublette T. 32N : R. 106W 6th P. Meridian
Partially Surveyed
Protraction Diagram No. 18

Section 7: Lots 1, 2, 9, 10, E½ SE¼, E½ SW¼
Section 8: Lots 3, 4, 5, 6, 7 N½SE¼, NE¼SW¼, NE¼, E½NW¼
Section 9: SE¼, W½
Section 17: Lots 1, 2, 5, 7, 8, S½SW¼
Section 18: Lots 1, 2, 3, SE¼SE¼, W½SE¼

Total Area 1,869.06 Acres

3. Land included in lease: State County T. : R. : Meridian

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

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

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on OCT 22 1979

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

4. Amount remitted: Filing fee $10, Rental $1,870.00, Total $1,880.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ..... Naturalized ..... Corporation or other legal entity (specify what kind): A Delaware Corporation, Corporate Qualifications Filed in W-56943 and are still in full force and effect.

(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 XXX ☐ 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 24th day of August, 19 79

(Lessee signature)

MONSANTO COMPANY
(Lessee signature)

wer of Attorney in File W-56943 and still
n full force and effect
Robert H. Love (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 [signature] (Signing officer)
Chief, Oil & Gas Section
(Title)

Effective date of lease ..... NOV 1 1979

OCT 25 1979
(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.

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

This form may be reproduced provided that the reproduction is an exact reproduction of this sheet. Distribution of this form is in accordance with the provisions of 43 CFR 3112.1(a).

25#

Claimant

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 [illegible] except helium gas, in the lands leased, together with the right to con[struct] 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 Secre[tary] of the Interior, the provisions of said agreement to govern the lands sub[ject] 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 the] per acre annual rental, but not less than $1,000 nor more than $[illegible], [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 com[pliance] with the terms of this lease, unless a bond in that amount is already [maintained] or unless such a bond furnished by an operator of the lease is [illegible]. 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 [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 [a 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, [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 [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 deter[mined by] said Director; (2) at the election of the lessee, to drill and produce [other] wells in conformity with any system of well spacing or production [allotments] affecting the field or area in which the leased lands are situated, [which] is authorized and sanctioned by applicable law or by the Secretary of [the Interior]; and (3) promptly after due notice in writing to drill and produce [such] other wells as the Secretary of the Interior may reasonably require in [order] that the leased premises may be properly and timely developed and [produced] in accordance with good operating practice.

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(1) 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:

(1) 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.

(2) 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 subpara[graph] (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 [the acre]age 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. To pay the lessor 12½ percent royalty on the [producti]on 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 or all [oil, gas,] natural gasoline, and other products obtained from gas; due con[sideration] 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 appro[priate,] after notice and opportunity to be heard.

[W]hen paid in value, such royalties on production shall be due and [payable] 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 pro]duced without cost to lessor, unless otherwise agreed to by the [parties] hereto, at such times and in such tanks provided by the lessee as [reasonab]ly 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 pro[duced, nor] be responsible or held liable for the loss or destruction of royalty [oil or ot]her products in storage from causes over which he has no control.

[Ren]tals or minimum royalties may be waived, suspended, or reduced [and the] [royalty r]ates 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 [judgme]nt, 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 pay] rental, royalty, or other payments to the lessor to the order of the [Bure]au of Land Management at the places mentioned in the regulation 43 [CFR] [illegible]. If there is no well on the leased lands capable of producing oil [or g]as in paying quantities, the failure to pay rental on or before the anni[versar]y date shall automatically terminate the lease by operation of law. [How]ever, if the time for payment falls on a day in which the proper office [to rece]ive payment is closed, payment shall be deemed timely if made on the [next o]fficial working day.

(f) *Contracts for disposal of products.* To file with the Oil and Gas Super[visor o]f the Geological Survey not later than 30 days after the effective date [thereof] any contract, or evidence of other arrangement, for the sale or dis[posal] of oil, gas, natural gasoline, and other products of the leased land: [Provi]ded, That nothing in any such contract or other arrangement shall be [constru]ed as modifying any of the provisions of this lease, including, but [not limi]ted to provisions relating to gas waste, taking royalty in kind, and [the met]hod of computing royalties due as based on a minimum valuation and [in acc]ordance 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 qu]ality of all products removed and sold from the lease, the proceeds therefrom, [and th]e amount [used for] production purposes or unavoidably lost; a p[lat sh]owing development work and improvements on the leased lands, and a re[port w]ith respect to stockholders, investments, depreciation and costs.

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

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

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

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

(l) *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, overriding royalty interests within 90 days from the date of final execution thereof.

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

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

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

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

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

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

SEC. 3. The lessor reserves:

(a) *Easements and rights-of-way.* The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, 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 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.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

[1. The] offer must be filled in on a typewriter or printed plainly in ink and [must be] signed in ink.

[2. Th]is form is to be used in offering to lease noncompetitively public domain [lands] and [acquired] lands [illegible] reserved to the United States in disposals of such [lands] for the purposes of drilling, mining, extracting, removing and disposing [of oil] and gas deposits except helium. This form should not be used in offering [illegible] acquired land or lands on a known geologic structure of a producing [oil or] gas field.

[3. O]ffers to lease may be made by individuals 21 years of age or over who [are citi]zens of the United States, and by corporations [and] partnerships or asso[ciations] [illegible].

[4. The o]ffer must be prepared in quintuplicate and filed in the proper [land] office. [The term] filing means the actual receipt of the offer in the [illegible]. If the land is in a State for which there is no land office, [the offer] must be filed with the Bureau of Land Management, Department of [the] Interior, Washington, D.C. 20240. See 43 CFR 3123.1(b).

[5. If] additional space is needed in furnishing any of the required information [it may] be furnished on additional sheets, initialed and attached and made part [of the] offer to lease, such additional sheets to be attached to each copy of [the offer] submitted.

[6. If an]y of the land described in Item 2 of the offer is open to oil and gas [leasing] when the offer is filed but is omitted from the lease for any [reason] and thereafter becomes available for leasing to the offeror, the original [lease] [will] be amended to include the omitted land, unless, before the issuance [of the] amendment on Form [illegible], the land office receives the withdrawal of [the offer] [illegible] or an election to receive a separate lease to be dated [in accorda]nce with 43 CFR [illegible], in which case such separate lease will be [illegible] [illegible] and the lease term will be [illegible] included in the original lease [illegible] was issued.

[7. If] an interest [illegible] the whole interest in all or any part [of the] lease, the lessee may [illegible] interest in all or any part of the [illegible] [illegible] fractional [illegible] [illegible]

[redacted]

[illegible] extent it is assigned [illegible] must be signed by the assignor [illegible] other instances [illegible] elements of the offer will not be approved prior to the issuance of a lease [illegible] for the lands or deposits covered by said assignment.

8. The offer will be rejected and returned [illegible] [illegible] with [illegible] no priority [illegible] in accordance with the appropriate regulations.

B. SPECIAL INSTRUCTIONS

Item 2. Total area of land requested should be shown [illegible] provided at bottom of Item 2. That area, except where [illegible] [illegible] must not exceed 2,560 acres [illegible] equivalent of a section, except as provided in 43 CFR [illegible] land must be within a 6-mile square or an area [illegible] [illegible] length or width. The description of surveyed [illegible] covered by protracted surveys must conform to the [illegible] [illegible] 43 CFR [illegible].

Item 3. This space is to be [illegible] [illegible] [illegible] obtain the description of the [illegible].

Item 4. The total amount remitted [illegible] first year's rental of the land requested at the rate of $1.00 an acre or fraction thereof [illegible] [illegible] [illegible] to cover [illegible] [illegible] respect to the [illegible] requested, it is [illegible] [illegible] with the offer be sufficient to cover [illegible] [illegible] an acre or fraction thereof. If [illegible] irregular quarter-quarter sections, the exact area of [illegible] the offeror, rental may be submitted for [illegible] of each such lot or quarter-quarter section [illegible] is withdrawn in whole or in part before [illegible] rejected in whole or in part, the rental [illegible] rejected will be returned.

Item 5 (a). Offeror [illegible] [illegible] [illegible] If [illegible] citizenship [illegible]

If offeror [illegible]

[redacted]

If offeror is a corporation, it must submit a statement containing the following information: the State in which it is incorporated, that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters, the percentage of the voting stock and of all the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent additional information may be required by the Bureau before the lease is issued or when [illegible] [illegible] percent or more of the stock of any class [illegible] [illegible] [illegible] on behalf of any one stockholder, a separate [illegible] [illegible] must be furnished. Where such statements have been previously furnished, a reference by serial number to the records [illegible] [illegible] has been filed together with a statement of any amendments, will be accepted.

Item [illegible]. Offerors [illegible] [illegible] leases and leases subject to [illegible] [illegible] [illegible] by the Secretary under authority of [illegible].

Item [illegible]. Where [illegible] the stipulations referred to will be made [illegible] [illegible] the lease with the lease when issued. [illegible] [illegible] [illegible] [illegible] [illegible] lands which are [illegible] under the jurisdiction of the Department of Agriculture; [illegible] lands potentially irrigable lands within the flow limits of a reservoir site; lands within the drainage area of a [illegible] [illegible] withdrawn for power purposes and [illegible] [illegible] Reclamation Lands. Wherever [illegible] [illegible] required to agree to them [illegible].

Item [illegible]. [illegible] and post [illegible] [illegible] by rules and [illegible] [illegible].

Item [illegible]. Offeror [illegible] whether [illegible] the sole party in interest [illegible] [illegible] party in interest [illegible] and statement setting [illegible] [illegible] there are other parties [illegible]

[redacted]

No drilling or storage facilities will be allowed within 500 feet of Silver Creek located in Lots 1, 2, 9, 10, NE¼SW¼, N½SE¼, of Sec. 7, N½ of Sec. 9, W½SE¼ of Sec. 18. 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 31 on Lot 7, N½SE¼, NE¼, of Sec. 8 and all lands in Section 9. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year are to be specifically authorized in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, Bureau of Land Management.

MONSANTO COMPANY

September 24, 1979
DATE

BY: _____
SIGNATURE

Robert H. Love Attorney-in-Fact

Power of Attorney in File W-56943
and still in full force and effect

W 69232

WILDERNESS PROTECTION STIPULATION

By accepting this lease, the lessee acknowledges that the lands described below are being inventoried or evaluated for their wilderness potential by the Bureau of Land Management under section 603 of the Federal Land Policy and Management Act of 1976, 90 Stat. 2743, 2785 (43 U.S.C. Sec. 1782):

T 32 N, R 106 W, 6th P.M., WY
Sec. 17: Lots 7, 8, S½SW¼
Sec. 18: S½SE¼

Until the BLM determines that these lands do not meet the criteria for a wilderness study area as set forth in section 603, or until Congress decides against the designation of these lands as "wilderness," the following conditions apply to this lease, and override every other provision of this lease which could be considered as inconsistant with them and which deal with operations and rights of the lessee:

1. Any oil or gas activity conducted on the leasehold for which a surface use plan is not required under NTL-6 (for example; geophysical and seismic operations) may be conducted only after the lessee first secures the consent of the BLM. Such consent shall be given if BLM determines that the impact caused by the activity will not impair the area's wilderness characteristics.

2. Any oil and gas exploratory or development activity conducted on the leasehold which is included within a surface use plan under NTL-6 is subject to regulation (which may include no occupancy of the surface) or, if necessary, disapproval until the final determination is made by Congress to either designate the area as wilderness or remove the section 603 restrictions.

If all or any part of the area included within the leasehold [illegible] is formally designated by Congress as wilderness, all oil and gas exploration and development operations taking place or to take place on that part of the lease shall become subject to the provisions of the Wilderness Act of 1964 which apply to national forest wilderness areas, 16 U.S.C. Sec. 1131 et seq., as amended, the Act of Congress designating the land as wilderness, and Interior Department regulations and policies pertaining thereto.

September 24, 1979
DATE

MONSANTO COMPANY

BY: [illegible]
SIGNATURE

Robert H. Love Attorney-in-Fact

Power of Attorney in File W-56943
and still in full force and effect

[redacted] [redacted] [redacted]

This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 30 of the Department of Energy Organization Act (42 U.S.C. 7151) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

(1) testerity of competition for coded al leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures);

(2) implementation of alternative bonding 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.

MONSANTO COMPANY

September 24, 1979
Date Signed

BY: [signature]
Signature: Robert H. Love Attorney-in-Fact

Power of Attorney in File W-56943
and still in full force and effect

259

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

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

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 or 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, scenic improvements, and for cultural resource determination of the listed lands.

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

to the location of roadways or other exploratory or development operations or the manner in which they are to be constructed,

the location of vehicle trails that are to be used and areas to be used for parking, and

the location of buildings, or kinds of improvements to be made, including pipelines or other appurtenances to be constructed.

177472

[illegible] 29 NOV 1974
[illegible] 254
[illegible] 14th Land & Gas
[illegible] CLERK
[illegible]
Ltr Dated 11/26/74

rm 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)

Mary Nan Spear
P. O. Box 4246
Gulfport, Mississippi 39501

W 66842
(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 115 W, 6th Prin Mer
Sec 1: Lots 5, 6, 9, SW¼NE¼

U. S. Geological Survey reports lands in lease [illegible] within a known Geologic Structure on FEB 23 1979

Containing a total of **118.47** acres	Annual Rental $ **119.00**

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: MAR 1 1979

THE UNITED STATES OF AMERICA

By: [signature]
(Signature of Signing Officer)

Chief, [illegible]
(Title)

FEB 23 1979
(Date)

197302

Flow 5
58 Bbls
14° Sand Gate

79 Bbls
360

260

LEASE TERMS 261

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, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or the deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond is furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less then $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, 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 such 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 may be properly and timely developed and produced in accordance with good operating practice.

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field.

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (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 following the calendar month in which produced. When royalty is 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 that 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 the maximum 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 wells drilled, 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) *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 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 rules, regulations, or orders 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, damaging, or removing fossils, historic or prehistoric [illegible]

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 on cancellation or forfeiture.*—To deliver 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 grant joint or several use easements or rights-of-way, including roads in tunnels upon, through, or in the lands leased, or any part or parts thereof 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 materially interfere with operations under this lease.

(c) *Rules and 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 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 this 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, this lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon 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 [illegible] Code, relating to [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer (Address, 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 (Name, ZIP code)

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3160-3 (August 1974)

No drilling or storage facilities will be allowed within 500 feet of livewater located in Sec. 1 . This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

In order to protect important seasonal wildlife habitat, exploration, drilling, and other development activity will be allowed only during the period from May 15 to November 15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Engineer, Geological Survey with the concurrence of the District Manager, BLM.

WILDERNESS PROTECTION STIPULATION - By accepting this lease, the lessee acknowledges that the lands contained in this lease as to SW¼NE¼ Sec. 1 are being inventoried or evaluated for their wilderness potential by the Bureau of Land Management under section 603 of the Federal Land Policy and Management Act of 1976, 90 Stat. 2743, 2785 (43 U.S.C. Sec. 1782).

Until the BLM determines that the lands covered by this lease as to SW¼NE¼ Sec. 1 do not meet the criteria for a wilderness study area as set forth in section 603, or until Congress decides against the designation of lands included within this lease as "wilderness," the following conditions apply to this lease, and override every other provision of this lease which could be considered as inconsistant with them and which deal with operations and rights of the lessee:

1. Any oil or gas activity conducted on the leasehold for which a surface use plan is not required under NTL-6 (for example; geophysical and seismic operations) may be conducted only after the lessee first secures the consent of the BLM. Such consent shall be given if BLM determines that the impact caused by the activity will not impair the area's wilderness characteristics.

2. Any oil and gas exploratory or development activity conducted on the leasehold which is included within a surface use plan under NTL-6 is subject to regulation (which may include no occupancy of the surface) or, if necessary, disapproval until the final determination is made by Congress to either designate the area as wilderness or remove the section 603 restrictions.

If all or any part of the area included within the leasehold estate is formally designated by Congress as wilderness, oil and gas exploration and development operations taking place or to take place on that part of the lease shall become subject to the provisions of the Wilderness Act of 1964 which apply to national forest wilderness areas, 16 U.S.C. Sec. 1131 et seq., as amended, the Act of Congress designating the land as wilderness, and Interior Department regulations and policies pertaining thereto.

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 li ted to, prohibition on bidding for development rights by certain types of joint ventures);

(2) implementation of alternative bidding system 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.

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Texas Petroleum Co.
P.O. Box 2071
Amarillo, Texas 7[illegible]

27593

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) [illegible], 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*) Mecklenburg County, Virginia

Township 27 North, Range 11[illegible] West 6th P. M.

Sec. 1: Lots 5, 6, 9, SW¼NE¼

containing 118.17 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.*) 5 of 8/8ths overriding royalty

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

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

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

Executed this 27th day of June, 19 77

Mary Nan Spear
(Assignor's Signature)
Mary Nan Spear

[illegible]
(Assignor's Address)

Howell Spear, husband

[illegible]kinston, Mississippi 39573
(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

Assignment approved effective SEP 1 1977 By Thomas H. Hall
(Authorized Officer)

[illegible]
(Title)

NOTE: This form is authorized by [illegible] provided that [illegible] in accordance with the provisions of 43 CFR 3106

FOR GOVERNMENT

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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 *(corporation 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 2nd day of August, 1979.

ATTEST:

By: _____
Assistant Secretary

By: _____
(Assignee's Signature)

P. O. Box [illegible], Amarillo, Texas 7910[illegible]
(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) percentage of voting stock held 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 [illegible] no later than fifteen (15) [illegible]

Assignee shall have the right at any time to release and surrender said lease, in whole or in part, provided that, Assignee shall first give written notice to Assignor at the address herein set out (or at such other address furnished to Assignee in writing) of Assignee's intention to surrender not less than thirty (30) days prior to the next ensuing rental paying date, and upon written request for reassignment by Assignor, if received by Assignee within fifteen (15) days after mailing of such notice, Assignee shall reassign to Assignor the interest desired to be surrendered. If such request is not received within such time, Assignee shall be free to surrender such interest, Assignee shall not be liable for any failure to comply with the provisions of this paragraph if it has acted in good faith.

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

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Mississippi }
COUNTY OF Stone } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of June, 19 79, personally appeared Mary Nan Spear and Howell Spear, her husband, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 11-28-82

Janette McQueen
Notary Public

269

Mid-Continent Association W. Rev. 6-78

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jas. O. Breene, Jr.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00) the receipt whereof is hereby acknowledged, does hereby grant, bargain, assign, transfer and set over unto Winona Oil Company Suite 1219, 1700 Broadway Denver, Colorado 80290 - 50%

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202 - 50%

(hereinafter called Assignee), All of his right, title and interest in and to the oil and gas lease dated April 5, 1979 from Leo J. Jensen, a/k/a Leo Jensen, and Eva E. Jensen, a/k/a Eva Jensen, husband and wife; John W. Jensen and Mary Kay Jensen, husband and wife, P.O. Box 87, Boulder, Wyoming 82923.

to Jas. O. Breene, Jr. Lessee,

recorded in book 57 O&G, page 500, covering the following described land in Sublette County, Wyoming

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

Section 2: Lots 2, 3, and 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 14: $W\frac{1}{2}W\frac{1}{2}$ excepting a tract described as beginning at the southeast corner of $SW\frac{1}{4}SW\frac{1}{4}$, 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: $S\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 26: $SE\frac{1}{4}SE\frac{1}{4}$
Section 35: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

of Section XXXX, Township XXXX, Range XXXXX containing 1,060.68 acres more or less, together with the rights incident thereto and the personal property thereon, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its heirs, successors or assigns, That the Assignor is the lawful owner of and has good title to the interest in said oil and gas 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 -0-

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described land. 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 described 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 XXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXX 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 19th day of October, 1979
without warranties of any kind.

Jas. O. Breene, Jr. (Seal)

(Seal)

(Seal)

STATE OF WYOMING)
COUNTY OF [illegible]) ss.

This instrument was filed for record on the [illegible] day of [illegible], 1979, at [illegible] o'clock [illegible] M., and duly recorded in book [illegible] of the records of this office.

[illegible]
Register of Deeds.

Recorded [illegible]

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 19th day of October 19 79, personally appeared Jno. O. Broene, Jr. 1700 Broadway - #1219, Denver, Colorado 80290

and

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

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

My Commission Expires Nov. 7, 1979

Notary Public.

STATE OF
COUNTY OF } ss

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

State of
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 Book of the records of this office

Page

County Clerk.

By Deputy.

When recorded return to

270

271

Mid-Continent Association W. Rev. Assign.

601

ASSIGNMENT OF OIL AND GAS LEASE

177505

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

This instrument was filed for record on the 26th day of [illegible], 1979, at 8:[illegible] o'clock A.M. and duly recorded in book 58 O&G page 271 of the records of this office.

[illegible]
Register of Deeds.

Fee recorded [illegible]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jas. O. Breene, Jr.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor), for and in consideration of Ten Dollars ($1.00) the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto Winona Oil Company, Suite 1219, 1700 Broadway, Denver, Colo. 80290 - 50%

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202 - 50%

(hereinafter called Assignee), All of his right, title and interest in and to the oil and gas lease dated January 3, 1979 W.D. Alexander, a/k/a William Dan Alexander, and Dorothy H. Alexander, a/k/a Dorothy Alexander, husband and wife, P.O. Box 35, Cora, Wyoming 82925 Lessor, to Jas. O. Breene, Jr., Lessee, recorded in book 57 O&G, page 212, covers the following described land in Sublette County, Wyoming:

Township 35 North, Range 110 West, 6th P.M.

Section 5: W½SE¼
Section 8: N½NE¼, SE¼NE¼, NE¼SE¼
Section 9: SW¼SW¼

of Section XXXX, Township XXXXXX, Range XXXXXXX containing 280.0 acres more or less, together with the rights incident thereto and the personal property thereon, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in 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 -0- 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 described 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 XXXXXXXXXXXXXXXXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXXXXXXX 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 19th day of October, 1979.
without warranties of any kind.

Jas. O. Breene (Seal)
Jas. O. Breene, Jr.

(Seal)

(Seal)

STATE OF COLORADO)
COUNTY OF DENVER) ss

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of October, 19 79, personally appeared Jas. O. Broene, Jr.
1700 Broadway - #1219, Denver, Colorado 80290

and

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

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

My Commission Expires Nov. 7, 1979

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. A

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

272

273

Mid-Continent Association W. Reas ...

601

CASPER, WYOMING

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

... Register of Deeds.

Recorded ...

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jas. O. Breene, Jr.
1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor) for and in consideration of ($1.00) the receipt whereof is hereby ...

Winona Oil Company
Suite 1219, 1700 Broadway
Denver, Colo. 80290 - 50%

assign, transfer and set over

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202 - 50%

(hereinafter called Assignee) ... All of his right, title and ... interest in and to the oil and gas lease dated September 23, ...78, ... W.D. Alexander, a/k/a William Dan Alexander, and Dorothy Alexander, husband and wife, P.O. Box 35, Cora Wyoming 82925 ..., Lessor, to Jas. O. Breene, Jr. ..., Lessee, recorded in book 56 O&G ... page 671 ... covering the following described land in Sublette ... County, Wyoming ...

Township 34 North, Range 110 West of the 6th P.M.

Section 2: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 3: $NE\frac{1}{4}SE\frac{1}{4}$

of Section XXXX, Township XXXXX, Range XXXXX ... containing 320.0 ... acres more or less, together with the rights incident thereto and the personal property thereon ... or used in connection therewith.

And for the same consideration the Assignor covenants with ... heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above ... said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims. That ... valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been ... 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 -0- of all the oil, gas and other hydrocarbons produced, saved and marketed from the ... 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 covered 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 XXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXXX 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 liabil... 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 19th day of October, 19 79
without warranties of any kind.

Jas. O. Breene, Jr. ...(Seal)

... (Seal)

STATE OF COLORADO
COUNTY OF DENVER } ss.

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 19th day of October, 19 79, personally appeared Jas. O. Breene, Jr.
1700 Broadway - #1219, Denver, Colo. 80290

~~and~~

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

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

My Commission Expires Nov. 7, 1979

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
No.
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.
Deputy
When recorded return to

274

275

Mid-Continent Association

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jas. O. Breene, Jr.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor) for and in consideration of Ten Dollars ($1.00) the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Winona Oil Company Suite 1219, 1700 Broadway Denver, Colo. 80290 - 50%

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colo. 80202 - 50%

(hereinafter called Assignee), All of his right, title and interest in and to the oil and gas lease dated October 16, 1978 from Fay C. Barger, a/k/a Fay Barger, and Anne E. Barger, a/k/a Anne Barger, husband and wife, P.O. Box 16, Deeth, Nevada 82941, Lessor, to Jas. O. Breene, Jr., Lessee, recorded in book 57 O&G, page 158, Sublette County, Wyoming, which covers the following described land in Wyoming:

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

Section 15: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$

of Section XXX, Township XXX, Range XXXX, containing 580.0 acres more or less, together with the rights incident thereto and the personal property thereon or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in 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 -0- of all the oil, gas and other hydrocarbons produced, saved and marketed from or allocated to the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all 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 XXXXXXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXXXXX 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 19th day of October, 19 79 without warranties of any kind.

Jas. O. Breene, Jr. (Seal)

(Seal)

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

This instrument was filed for record on the [redacted] day of [redacted], 1979, at [redacted] o'clock [redacted] M., and duly recorded in book [redacted] page [redacted] of the records of this office.

[redacted]
Register of Deeds.

Recorded [redacted]

[redacted]

Mid-Continent Association W. Revision

601

CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jas. O. Breene, Jr.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor), for and in consideration of ($1.00) the receipt whereof is hereby

Winona Oil Company
Suite 1219, 1700 Broadway
Denver, Colorado 80290 - 50%

assign, transfer and set over

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colo. 80202 - 50%

(hereinafter called Assignee), All of his right, title and interest in and to the oil and gas lease

dated August 25, 19 78, by and between Fred E. Shriver and Verna Shriver, husband and wife,

Route 2, Box 4, Pinedale, Wyoming 82941, Lessor,

to Jas. O. Breene, Jr., Lessee,

recorded in book 56 O&G, page 575, of the following described land in

Sublette County, Wyoming:

Township 36 North, Range 109 West of the 6th P.M.

Section 29: W½SW¼
Section 30: SE¼, SE¼NE¼SW¼NE¼, E½SE¼SW¼NE¼, SW¼SE¼SW¼NE¼, S½NW¼SE¼NE¼, S½NE¼SE¼NE¼, NW¼SE¼NE¼, SE¼SE¼NE¼
Section 31: N½NE¼

of Section XXXX, Township XXXX, Range XXXX, containing 360.0 acres more or less, together with the rights incident thereto and the personal property thereon or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its successors or assigns; That the Assignor is the lawful owner of and has good title to the said oil and gas lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims thereof; that all rentals and royalties due thereunder have been paid and all obligations and subsisting lease on the land above described and all rentals and royalties due thereunder have been paid and all operations necessary to keep the same in full force have been duly performed to date; that the Assignor has full right to make this assignment; that all rights of dower and homestead in the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of None -0-

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 renewal and extension leases obtained by Assignee, its successors or assigns of the land described herein. If Assignee, its successors or assigns, acquires less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land described herein, 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 XXXXXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXXXX 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 19th day of October, 19 79
without warranties of any kind.

Jas. O. Breene (Seal)
Jas. O. Breene, Jr.
(Seal)
(Seal)

STATE OF Wyoming
COUNTY OF Sublette } ss.

This instrument was filed for record on the 24th day of October 1979, at 8 o'clock A.M., and duly recorded in book 58 M&P on page 211 of the records of this office.

Register of Deeds.

Recorded 2 microfilm frames

270

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 19th day of October 19 79, personally appeared Jas. O. Broene, Jr.
1700 Broadway - #1219, Denver, Colorado 80290

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires Nov. 7, 1979

_____ 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 _____

[redacted]

No. _____

FROM

_____

TO

_____

_____ 19____

Acres _____

_____ County.

_____

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

_____ County Clerk.

_____ Deputy.

When recorded return to

[redacted]

Mid-Continent Association W. Recession

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jas. O. Breene, Jr.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor), for ten and more dollars ($1.00) the receipt whereof is hereby

Winona Oil Company
Suite 1219, 1700 Broadway
Denver, Colo. 80290 - 50%

assign, transfer and set over

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colo. 80202 - 50%

(hereinafter called Assignee), All of his right, title and interest in and to the oil and gas lease dated September 18, 1978, from Fred E. Shriver, a/k/a Fred Shriver, and Erma D. Shriver, a/k/a Erma Shriver, husband and wife, Route 2, Box 4, Pinedale, Wyoming 82941, Lessor, to Jas. O. Breene, Jr. Lessee, recorded in book 57 O&G page 687 covering the following described land in Sublette Co. Wyoming:

For description of land see Exhibit "A" attached hereto and by this reference made a part hereof.

of Section XXXXX, Township XXXXX, Range XXXXX containing 660.743 acres more or less, together with the rights incident thereto and the personal property thereon, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its successors or assigns; That the Assignor is the lawful owner of and has good title to the interest assigned in said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That the 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 all rights of dower and homestead in the premises above described.

Reserving however, unto the Assignors hereinabove named, an overriding royalty of None -0-

of all the oil, gas and other hydrocarbons produced, saved and marketed from the leased lands; this overriding royalty and all other terms and conditions of this assignment shall apply to any renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If Assignors own less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land covered 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 lands covered thereby, or Assignee agrees to notify Assignor by registered mail, at least XXXXXXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXX 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 19th day of October, 1978
without warranties of any kind.

Jas. O. Breene, Jr. (Seal)

(Seal)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 23rd day of October, 1978, at 8 o'clock A.M., and duly recorded in book 78 of the records of this office.

Register of Deeds.

Recorded for Amoco Prod. Co.

279

280

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 19th day of October, 19 79, personally appeared Jas. O. Breene, Jr.
1700 Broadway - #1219, Denver, Colorado 80290

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

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

My Commission Expires Nov. 7, 1979

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____

Acres _____

_____ County

For _____

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

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 NE¼ 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

ORDER July 20 1978 8:30 AM
BOOK 57 R+P PAGE 687
Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Price

ADAH G. MACAULEY TRUST
PARTNERSHIP

This Agreement made this 30th day of June, 1978, between Adah G. Macauley, Thomas G. Borough and Linden P. Macauley

1. NAME AND ADDRESS: The Parties hereby form a Partnership under the name of the ADAH G. MACAULEY TRUST, PARTNERSHIP. Its sole purpose is to hold title to property under a Trust Agreement dated June 30, 1978 between Adah G. Pantaleo, Grantor and Adah G. Macauley, Thomas G. Borough and Linden P. Macauley, Trustees. The principal office of the Partnership shall be 3534 South Lincoln Street, Englewood, Colorado, 80110

2. TERM: The Partnership shall begin on the date of this Agreement, and shall continue until terminated as herein provided.

3. CAPITAL: The Partnership shall have no capital. All property held in the Partnership name is property belonging to the Trust, and the Partners, except Adah G. Macauley, have no equitable interest in such property.

4. PROFIT AND LOSS: The Partnership shall have no profit or loss. Any profit or loss incurred in the Partnership name shall belong to the Trust.

5. SALARIES AND DRAWINGS: No Partner shall receive any salary for services rendered to the Partnership.

6. MANAGEMENT, DUTIES, AND RESTRICTIONS: As long as Adah G. Macauley is alive and competent and a Partner, the management and conduct of the business of the Partnership and Trust shall be exercised by Adah G. Macauley, acting alone. The other two partners, acting jointly, may exercise the management and conduct of the business of the Partnership.

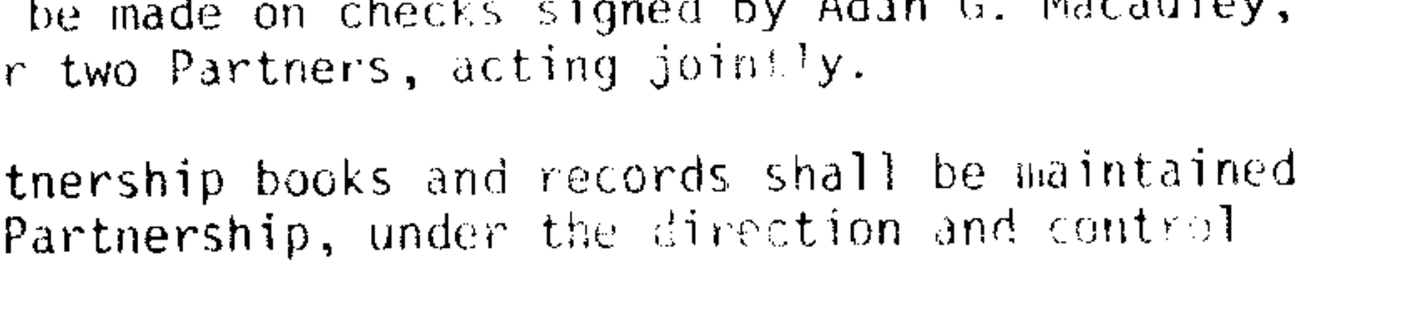
At any time when Adah G. Macauley is not a Partner all powers of the Partnership and management of its business and affairs shall be exercisable by at least two other Partners and all checks, deeds and other instruments executed by the Partnership shall be executed by at least two (2) Partners.

7. DEATH, RESIGNATION OR INCAPACITY: Upon the death, resignation or incapacity of Adah G. Macauley or of any of the other Partners of the Partnership, Mary Ann McCubbin shall be appointed a Partner in the Partnership and the Partnership shall continue its business under its present name with the remaining partners. If Adah G. Macauley, Linden P. Macauley and Mary Ann McCubbin are all deceased and no longer acting as Partners of the Partnership, the Partnership shall designate the First National Bank of Denver, Colorado, to act as Trustee of the Trust, above-described, under the laws of the State of Colorado as the successor Trustee, and shall forthwith transfer the trust assets to that successor Trustee.

8. BANKING: All funds in the name of the Partnership shall be deposited in its name in such accounts or accounts as shall be designated by Adah G. Macauley, acting alone or by the other two Partners acting jointly. All withdrawals therefrom shall be made on checks signed by Adah G. Macauley, or her designee, or by the other two Partners, acting jointly.

9. BOOKS: The Partnership books and records shall be maintained at the principal office of the Partnership, under the direction and control of Adah G. Macauley.

10. VOLUNTARY TERMINATION: The Partnership may be dissolved at any time by direction of Adah G. Macauley, in which event the Partners shall proceed with reasonable promptness to transfer all assets to Adah G. Macauley or her nominee.



11. DEALING WITH PARTNERS: No person dealing with the Partnership or any Partner shall be obligated to see to the application of moneys, securities, or other property paid or delivered to the Partnership or any Partner, or to inquire into the expediency or propriety of any transaction or the authority of any Partner or Partners to enter into and consummate the same.

* * * * * * *

This Agreement is binding upon the Parties hereto, their respective heirs, signed successors and personal representatives, as the case may be.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year written above.

Adah G. Macauley

Thomas G. Dorough

Linden P. Macauley

STATE OF COLORADO)
:ss
COUNTY OF ARAPAHOE)

On the 30th day of June, 1979, before me personally appeared Adah G. Macauley, Thomas G. Dorough and Linden P. Macauley, the signors of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public
Residing in Denver, Colorado

My commission expires: October 15, 1981.

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MR-69

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-01425

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Adah G. Macauley, a married woman doing business in her own personal and separate property, of P. O. Box 1196, Englewood, Colorado 80150

....., 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
ADAH G. MACAULEY TRUST PARTNERSHIP	P. O. Box 1196 Englewood, Colorado 80150	5/6 of 1%

(Acquired by Instrument recorded in the Sublette County records in Book 29 Misc. at Page 217)

Being in all a total of an undivided 5/6 of 1%

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

Township 27 North, Range 113 West, 6th P.M.
Sec. 7: E½W½, Lots 1, 2, 3 and 4
Sec. 18: E½W½, Lots 1, 2, 3 and 4
Sec. 19: E½W½, Lots 1, 2, 3 and 4, & E½

Containing 1252.96 acres, more or less.

WITNESS our hands this 30th day of June, 19 79

Witnesses:

Adah G. Macauley
Adah G. Macauley

STATE OF COLORADO
} ss.
COUNTY OF ARAPAHOE

On the 30th day of June, 19 79, before me personally appeared Adah G. Macauley, a married woman doing business in her own personal and separate property, the signor of the above instrument, who duly acknowledged to me that she execured the same.

My commission expires:

October 15, 1981

Notary Public

Residing in Denver, Colorado

OIL & G[redacted] PETROLE[redacted] INVESTMENT COMPANY [redacted]

[redacted] QUALIFICATION FOR AS[redacted]E OF ASSIGNMENT OF [redacted] OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

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

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

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

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

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

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

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

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

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

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

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

MR-76

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Evanston 025949

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Adah G. Macauley, a married person doing business in her own personal and separate property, of P. O. Box 1196, Englewood, Colorado 80150, 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
ADAH G. MACAULEY TRUST PARTNERSHIP	P. O. Box 1196 Englewood, Colorado 80150	27/32 of 1%

(Acquired by Instrument Recorded in the Sublette County, Wyoming records in Book 29 Misc. at Page 217)

Being in all a total of an undivided - - 27/32 of 1% - overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in ublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 114 West, 6th P.M.
Sec. 12: $E\frac{1}{2}$, $E\frac{1}{2}SW\frac{1}{4}$. $SE\frac{1}{4}NW\frac{1}{4}$
Sec. 13: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$

Containing 920.00 acres, more or less.

WITNESS our hands this 30th day of June, 19 79

Witnesses:

.... Adah G. Macauley

....

STATE OF COLORADO } ss.
COUNTY OF ARAPAHOE }

On the 30th day of June, 19 79, before me personally appeared Adah G. Macauley, a married person doing business in her own personal and separate property, the signor of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires:
October 15, 1981

Notary Public

R ding in Denver, Colorado

OIL & GA[redacted] ...8
PETROLE[redacted] TMENT COMPANY

[redacted] [redacted]

[redacted] QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF [redacted] OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

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

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

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

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

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

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

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

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

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

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

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CERTAIN PROVISIONS OF THIS CONTRACT ARE SUBJECT TO ARBITRATION UNDER ARTICLE 224 OF THE REVISED STATUTES OF THE STATE OF TEXAS

PREFERENTIAL RIGHT TO PURCHASE OIL AND LIQUID HYDROCARBONS

THIS AGREEMENT, made and entered into as of the 24th day of September, 1979, between CLARK OIL & REFINING CORPORATION, a Wisconsin corporation (herein, together with its successors and assigns, called "Clark Oil"), and CLARK OIL PRODUCING CO., a Delaware corporation (herein, together with its successors and assigns, called "Clark Producing"),

W I T N E S S E T H:

WHEREAS, under Agreement dated June 1, 1977, Clark Producing appointed Clark Oil its agent for selling and exchanging all oil and condensate produced and owned by Clark Producing and granted Clark Oil the option to purchase all such crude oil and condensate, all on the terms and provisions therein set forth, as amended by amendments dated October 5, 1977 and July 26, 1979 (the Agreement, as so amended, is herein called the "1977 Agreement"); and

WHEREAS, the parties hereto desire to further amend the 1977 Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and $10 and other good and valuable consideration, in hand paid by Clark Oil to Clark Producing, the receipt and sufficiency

177514

RECORDED
288
CLERK

of which is hereby acknowledged, Clark Oil and Clark Producing hereby agree that the 1977 Agreement is superseded in its entirety by the following, and from and after the date hereof the 1977 Agreement shall be of no force or effect.

1. Purchase Option. Clark Producing hereby grants to Clark Oil, subject to applicable governmental laws and regulations and valid and existing rights of third parties, the perpetual and preferential right and option (herein called "Option") to purchase all crude oil and condensate (i.e., liquid hydrocarbons recovered by conventional surface separators) such crude oil and condensate being herein called the "Hydrocarbons", as the same are produced from or attributable to any and all of the oil, gas and other mineral interests in the lands described in or reflected by Exhibit "A" attached hereto and made a part hereof for all purposes (herein called the "Mineral Interests"), on the terms and conditions contained herein. Clark Oil shall have the right to exercise its Option, from time to time, with respect to Hydrocarbons produced from or attributable to any one or more of the reservoirs to which the Mineral Interests relate, including reservoirs that are now producing or known, and those discovered in the future.

2. Existing Production. To the extent that Clark Oil (or any Nominee for Clark Oil as described below), at the date hereof, is purchasing any Hydrocarbons produced from or attributable to Mineral Interests producing Hydrocarbons at

the date hereof (herein called "Existing Production"), Clark Oil (or such Nominee) shall have the right to continue to purchase such Hydrocarbons subject to the further provisions of this Agreement. For the purposes hereof the purchasers of Hydrocarbons produced from Existing Production listed on Exhibit B, attached hereto and incorporated herein by this reference for all purposes, shall be deemed to be Nominees of Clark Oil, and Clark Oil shall have the right, subject to securing the consent of such Nominees, to be substituted in their place as the purchaser of such Hydrocarbons. In the event any such Nominee ceases, for any reason whatsoever, to purchase any such Hydrocarbons, Clark Producing shall give Clark Oil prompt written notice, and Clark Oil shall immediately be substituted in the place of such Nominee as the purchaser hereunder of such Hydrocarbons. Clark Oil shall have the right at any time, and from time to time, to terminate the purchase of all or any part of the Hydrocarbons produced from Existing Production which Clark Oil is then purchasing hereunder on sixty days' advance written notice to Clark Producing. Clark Oil shall have the right at any time, and from time to time, to resume the purchase hereunder of any Hydrocarbons as to which it has previously elected (pursuant to this Section 2) to discontinue purchasing, on sixty days' advance written notice to Clark Producing, but subject to the provisions of Section 4 hereof. The exercise by Clark Oil of its right to terminate purchasing Hydrocarbons and

thereafter resume purchasing Hydrocarbons, as described in this Section 2, may be exercised by Clark Oil as often as Clark Oil desires.

3. New Production. If, and as often as, any Hydrocarbons are hereafter produced from or attributable to any portion of the Mineral Interests which are not producing Hydrocarbons at the date hereof (herein called "New Production"), Clark Producing shall promptly notify Clark Oil and furnish to Clark Oil copies of all information in its possession pertinent to the anticipated quality, amount and rate of Hydrocarbons to be produced from such New Production, and Clark Oil shall have thirty days after receipt of such information in which to exercise its Option to purchase the Hydrocarbons to be produced from such New Production. Clark Producing agrees not to commit any Hydrocarbons from such New Production for sale to any third party unless Clark Oil fails timely to notify Clark Producing of the exercise of its Option within such thirty-day period. Notwithstanding Clark Oil's failure to exercise its Option to purchase the Hydrocarbons from any such New Production, Clark Oil shall have the continuing Option, exercisable at any time, and from time to time thereafter, to purchase hereunder the Hydrocarbons to be produced from such New Production on sixty days' advance written notice to Clark Producing, but subject to the provisions of Section 4 hereof. At any time after the exercise of its Option to purchase Hydrocarbons to

be produced from any New Production, Clark Oil shall have the right to terminate the purchase of all or any part of such Hydrocarbons on sixty days' advance written notice to Clark Producing, and at any time, and from time to time thereafter, Clark Oil may resume the purchase hereunder of any Hydrocarbons as to which it has previously elected (pursuant to this Section 3) to discontinue purchasing, on sixty days' advance written notice to Clark Producing, but subject to the provisions of Section 4 hereof. The exercise by Clark Oil of its right to terminate purchasing Hydrocarbons and thereafter resume purchasing Hydrocarbons, as described in this Section 3, may be exercised by Clark Oil as often as Clark Oil desires.

4. Sales to Third Parties. With respect to any Hydrocarbons produced from or attributable to the Mineral Interests which Clark Oil (or a Nominee for Clark Oil) is not purchasing hereunder, and in the case of New Production, the applicable thirty-day option period has expired, Clark Producing shall have the right to commit such Hydrocarbons for sale to third parties on such terms as Clark Producing deems appropriate but in no event for a period to exceed one year, and the subsequent exercise by Clark Oil of any rights hereunder with respect to the purchase of such Hydrocarbons shall be subject and subordinate to any such contract to sell such Hydrocarbons to third parties, and all governmental laws and regulations applicable to such third party sale.

5. Point of Delivery. The parties agree that the point of delivery (herein called the "Point of Delivery") for all Hydrocarbons purchased by Clark Oil hereunder shall be determined separately with respect to each discrete property included in the Mineral Interests, and shall be the point at which the remaining stream of Hydrocarbons from such discrete property of which the Hydrocarbons sold hereunder are a part is delivered for sale, but if there is no remaining stream of Hydrocarbons or no field sale of the remaining stream of Hydrocarbons the parties shall mutually agree on the Point of Delivery for such Hydrocarbons. Title and risk of loss shall pass from Clark Producing to Clark Oil at the Point of Delivery.

6. Price. The purchase price for all Hydrocarbons purchased hereunder shall be determined separately for each discrete property included in the Mineral Interests and shall be (i) the market price prevailing in the area of the Point of Delivery for such Hydrocarbons, for the purchase, in arm's length transactions, of Hydrocarbons of like grade and gravity (herein called a "Prevailing Price"), or (ii) if there is no such Prevailing Price, then at the highest price offered to Clark Producing (which Clark Producing is willing to accept) for such Hydrocarbons by a bona fide purchaser in an arm's length transaction (herein called a "Bona Fide Offer"), or (iii) if there is no Prevailing Price and no Bona Fide Offer, at the price Clark Oil offers to pay for such Hydrocarbons. If the purchase price for any Hydrocarbons sold hereunder

is established by reference to clause (i) above, but the point of delivery for such Prevailing Price is different than the Point of Delivery for the Hydrocarbons to be sold hereunder, then the purchase price determined by reference to clause (i) for such Hydrocarbons shall be adjusted (upward or downward, as the case may be, on the basis of actual costs) to the extent necessary to equate such Prevailing Price to the Point of Delivery for the Hydrocarbons to be sold hereunder. If any dispute should arise between the parties as to whether there is a Prevailing Price for any Hydrocarbons sold hereunder, or the amount of such Prevailing Price, the matter shall be subject to arbitration in accordance with the provisions of Section 12 hereof.

7. Measurements and Tests. Quantities of Hydrocarbons delivered hereunder shall be determined from tank gauges on 100% tank table basis or by the use of mutually acceptable automatic measuring equipment. The volume and gravity of all Hydrocarbons shall be corrected for temperature to 60° Fahrenheit in accordance with the latest American Society For Testing Materials - Institute of Petroleum (herein called "A.S.T.M.-I.P.") Petroleum Measurement Tables. The Hydrocarbons shall be merchantable and acceptable to the carriers involved and shall not exceed 2% basic sediment and water (herein called "BS&W"). Full deduction shall be made for all BS&W content as determined by tests conducted according to the latest A.S.T.M.-I.P. standard method then in effect. Clark Oil shall have the

right to have a representative present to witness all testing of and adjustments to measuring equipment used to measure the quality and quantity of the Hydrocarbons delivered hereunder, and Clark Producing shall give Clark Oil sufficient advance notice of any such tests to permit Clark Oil to have a representative present. However, in the absence of Clark Oil's representative, the testing and adjustments made by Clark Producing shall be deemed to be correct.

8. Governmental Permits. Clark Oil agrees that if it discontinues the purchase of any Hydrocarbons hereunder, it will (unless prohibited by applicable law) agree to terminate the supplier-purchaser relationship under any applicable law, rule or regulation (herein called the "Supplier-Purchaser Relationship") theretofore existing between Clark Producing and Clark Oil with respect to the Hydrocarbons which it has discontinued purchasing and the related Mineral Interests. Clark Oil agrees to use its best efforts to cooperate with Clark Producing in securing all permissions, approvals and consents by governmental authorities and others as, in the opinion of Clark Producing's counsel, are required to effectuate the termination of such Supplier-Purchaser Relationship, but Clark Oil shall not be required to expend any funds or undertake any legal action or obligation in connection therewith. If Clark Producing desires to sell to third parties any Hydrocarbons produced from or attributable to the Mineral Interests which Clark Oil is not purchasing

hereunder, Clark Producing shall include in its sales agreement with such third parties a prospective termination of the Supplier-Purchaser Relationship with respect thereto, together with the commitment of such purchaser to use its best efforts to cooperate with Clark Producing in securing all permissions, approvals and consents by governmental authorities and others as are reasonably required to effectuate the termination of such Supplier-Purchaser Relationship, all to be operative in the event Clark Oil at a later date exercises its Option to purchase such Hydrocarbons.

9. Billing and Payment. Payment for Hydrocarbons purchased hereunder shall be made within ten (10) days after receipt by Clark Oil from Clark Producing of monthly invoices, and shall be made to Clark Producing at the address specified in Section 13 below.

10. Other Terms. All other terms of the sale and purchase of Hydrocarbons hereunder shall be the same as are customarily included in contracts for the purchase and sale of Hydrocarbons of like grade in the area where the Hydrocarbons are produced, but only to the extent that such terms are not inconsistent with the specific provisions of this Agreement.

11. Covenant Running with the Land. All of the terms and provisions of this Agreement shall constitute a covenant running with the lands described in or reflected by Exhibit A hereto, and shall continue to be applicable to the Mineral Interests notwithstanding any sale or other disposition

thereof by Clark Producing or its successors and assigns. All of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Arbitration. If any dispute arises between the parties as to whether there is a Prevailing Price or the amount of such Prevailing Price as contemplated by Section 6 hereof, the parties will make every reasonable effort to resolve such dispute prior to such dispute reaching a state that requires implementation of this Section 12 for resolution. However, should any such dispute arise among the parties as which the parties are unable to effect a satisfactory resolution, it shall be submitted to arbitration in accordance with the terms and provisions of this Section 12 and in accordance with the "Texas General Arbitration Act" (the "Arbitration Act"). The provisions of the Arbitration Act as from time to time amended and in effect will be followed except as herein otherwise provided. In this connection, this agreement to submit such disputes, claims and controversies has been concluded upon the advice of counsel to both parties as evidenced by counsels' signatures hereto.

(a) Submission to Arbitration and Selection of Arbitrators. A party desiring to submit to arbitration any such dispute shall furnish its demand for arbitration in writing to the other party, which demand shall contain a brief statement of the matter in controversy. If the parties are unable to agree

within ten days following receipt of such demand upon the identity of a single arbitrator, they shall each within a period of 5 additional days name one arbitrator by written notice to the other party. If any party fails to name an arbitrator within the specified 5-day period, the other arbitrator shall select the required additional arbitrator. The two arbitrators appointed in accordance with this Section 12 (a) shall within 10 days agree unanimously on the selection of one additional arbitrator so that there shall be a panel of three arbitrators. If the foregoing method for selection of arbitrators fails or for any reason cannot be followed, any party, on behalf of and on notice to the other party, may request such appointments be made by the American Arbitration Association (or any organization successor thereto) in accordance with its rules then prevailing. If the American Arbitration Association (or such successor organization) should fail to appoint the necessary arbitrator(s) within 15 days after such request is made, then any party may apply, on notice to the other party, to a court as provided in Article 226 of the Arbitration Act for the appointment of such necessary additional arbitrator(s). Each of the arbitrator(s) chosen or appointed pursuant to this Section 12 (a) shall be a person having at least 10 years' experience in the United States in a calling related to the subject matter involved in the dispute and shall not be, or have been at any time, an officer, director or employee of any of the parties or their respective affiliates.

(b) Arbitration Procedure. Each party may furnish the arbitrator(s) with a brief written statement of matters it deems to be in controversy for purposes of the arbitration procedures. The arbitrator(s) shall have the right to retain and consult experts and competent authorities skilled in the matters under arbitration. If only one arbitrator is appointed pursuant to Section 12 (a) hereof, such arbitrator shall render his decision and award as soon as possible but no later than 30 days after conclusion of hearings before such arbitrator. If, however, three arbitrators are appointed, they shall render their decision and award, upon the concurrence of at least two of their number, as soon as possible but no later than 30 days after the conclusion of hearings before such arbitrators. Such decision and award shall be in writing and counterpart copies thereof shall be delivered to each party. In rendering such decision and award, the arbitrator(s) shall not add to, subtract from or otherwise modify the provisions of this Agreement. Each party agrees that judgment may be had on the decision and any award of the arbitrator(s) so rendered and may be enforced in accordance with the laws of the State of Texas.

(c) Cost of Arbitration. Each party shall bear the expense of the original arbitrator appointed by or for such party, its own counsel, experts and presentation of proof. The parties shall share equally the expense of the additional arbitrator (or the expense of the single arbitrator if only

one arbitrator is appointed), and all other expenses of the arbitration.

(d) Successor Arbitrators. Notwithstanding the foregoing provisions of this Section 12, in the event any arbitrator appointed by a party dies, refuses to act, or becomes incapable of acting, then such party shall appoint a successor arbitrator within 5 days of said notice of disability. In the event such party fails to appoint the required successor within such time, the other party shall select the successor arbitrator within 5 days and failing such appointment, any party may apply, on notice to the other party, to a court as provided in Article 226 of the Arbitration Act for the appointment of such necessary arbitrator.

13. Addresses. All notices hereunder must be in writing and delivered or sent to the party to whom it is directed at the respective addresses set forth below. Any notice shall be deemed effectively given or served upon the first to occur of (i) the receipt thereof by the party to be notified, or (ii) the second business day after the same is deposited with the U. S. Postal Service, properly addressed, registered or certified mail, return receipt requested, postage prepaid. For the purposes hereof, such addresses are as follows:

Clark Oil & Refining Corporation
8530 West National Avenue
Milwaukee, Wisconsin 53201
Attention: Vice President, Crude Oil Supply and Distribution

Clark Oil Producing Co.
1000 Dresser Tower
Houston, Texas 77002
Attention: Vice President

At any time and from time to time, but with at least thirty (30) days' prior written notice to the other party hereto, either party hereto may change its address for notice to any other address within the 48 contiguous States of the United States of America and may designate not more than one (1) additional address to which copies of notices shall be simultaneously sent.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and t'e same instrument. There may be omitted from any counterpart of this Agreement which is to be recorded in the official real property records of any county or parish, those portions of Exhibit A relating to Mineral Interests which are located outside of such county or parish.

15. Severability. In case any one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Texas, and the validity and enforceability of this Agreement as an encumbrance on the Mineral Interests

located in states other than Texas shall be determined under the laws of such other states in which the Mineral Interests are located.

EXECUTED and delivered as of the date first above written.

Witnesses as to both parties:

CLARK OIL & REFINING CORPORATION

By _____
Vice President

CLARK OIL PRODUCING CO.

By _____
Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 26th day of September, 1979, before me appeared JOHN A. BRUCE, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CLARK OIL & REFINING CORPORATION, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said JOHN A. BRUCE acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal on the date in this certificate first above written.

_____
Notary Public in and for
Harris County, Texas

My Commission Expires:
October 31, 1980

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 26th day of September, 1979, before me appeared JOHN A. BRUSS, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CLARK OIL PRODUCING CO., and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said JOHN A. BRUSS acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal on the date in this certificate first above written.

Notary Public in and for
Harris County, Texas

My Commission Expires:

October 31, 1980

The provisions of the foregoing Agreement to submit to arbitration certain disputes have been concluded upon the advice of counsel to each party as evidenced by counsels' signature hereto.

Counsel to Clark Oil & Refining Corporation

Counsel to Clark Oil Producing Co.

EXHIBIT "A"
to
Preferential Right to Purchase
Oil and Liquid Hydrocarbons
dated September 24, 1979,
Between
Clark Oil & Refining Corporation
and
Clark Oil Producing Co.

MINERAL INTERESTS

Preamble

This Exhibit "A" shall consist of this Preamble, an Exhibit A-1 and an Exhibit A-2.

The Mineral Interests referred to in the instrument to which this Exhibit "A" is attached shall consist of the oil, gas and other mineral interests in the lands described in or reflected by Exhibit A-1, LESS AND EXCEPT the Excluded Interests described in Exhibit A-2. In the event interests included in Exhibit A-1 and Exhibit A-2 shall conflict, Exhibit A-2 shall control.

EXHIBIT A-1

Goat Hill Field
Sublette County, Wyoming

Goat Hill Unit

The undivided record title interests and operating rights interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49489 Oil and gas lease Serial No. W-02736 dated effective December 1, 1950, between the United States of America, as Lessor, and Lucile Hilton, as Lessee, recorded in Book 33, Page 343, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 31 North, Range 113 West, 6th P.M.

Section 32: E/2E/2

Section 33: S/2, W/2NW/4, SE/4NW/4, SW/4NE/4

Tract 2: Township 31 North, Range 113 West, 6th P.M.

Section 28: SW/4NW/4, NW/4SW/4

Section 29: SE/4, N/2

Section 32: W/2NE/4

Tract 3: Township 31 North, Range 113 West

Section 31: E/2NE/4, NE/4SE/4

Section 32: W/2SE/4, W/2

An undivided 50.00000% interest in record title as to Tracts 1, 2 and 3.

An undivided 25.00000% interest in the operating rights as to Tract 1 from the surface to a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tract 1 below a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tracts 2 and 3 for all depths.

The undivided interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49513 Oil and gas lease, Serial No. W-21124 dated effective June 1, 1951, between the United States of America, as Lessor, and Lee A. Adams, as Lessee, recorded in Book 34, Page 174, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 30 North, Range 113 West, 6th P.M.
Section 5: Lot 1, SE/4NE/4

Tract 2: Township 30 North, Range 113 West
Section 5: Lot 2, SW/4NE/4, S/2NW/4
Section 6: SE/4NE/4

Tract 3: Township 30 North, Range 113 West
Section 5: Lots 3 and 4

Undivided 50.00000% record title interest as to Tract 1;

Undivided 25.00000% record title interest as to Tracts 2 and 3;

Undivided 50.00000% operating rights interest as to Tracts 1, 2 and 3 from the surface down through the stratigraphic interval equivalent to the Almay Formation.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty;

2. A proportionate share of overriding royalties in the total amount of not more than 4.00000% as to lease number 49489 and in the total amount of not more than 2.50000% as to lease number 49513; and an additional 10.00000% from the surface of the ground through the Almy Formation.

3. Unit Agreement and Unit Operating Agreement for the Goat Hill Unit Area, No. 14-08-0001-6097, dated March 31, 1959, approved July 8, 1959, between Belco Petroleum Corporation, as operator, and Belfer Natural Gas Company, et al, as non-operators, as to Tract 3 of each of the above two leases;

4. Gas Purchase Contract dated January 12, 1978, between Clark Oil Producing Co., as Seller, and Northwest Pipeline Corporation, as Purchaser;

The above interests in the leases result in the following described interests:

	Operating Interest	Net Revenue Interest
Lease #48489:		
Tract 1	25.00000%	20.12500%
Tracts 2 & 3	50.00000%	41.25000%
Lease #49513:		
Tract 1	50.00000%	37.50000%
Tracts 2 & 3	25.00000%	21.25000%
Goat Hill Unit: composed of lease #48489, Tract 3 and lease #49513, Tract 3	50.00000%	41.08290%

Deer Hill 5-10

An undivided 12.50000% interest in and to the entire leasehold estate created by the following described oil and gas lease:

49689 Oil and gas lease, Serial No. W-27645, dated effective April 1, 1951, between the United States of America, as Lessor, and Belco Petroleum Corporation, as Lessee;

Insofar as said lease covers the following land in Sublette Co., Wyoming:

Township 30 North, Range 113 West

Section 10: NW/4NW/4, From the surface to a depth of 3,295 feet below the surface.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty.

2. A proportionate share of overriding royalties in the total amount of not more than 6.0000%;

OPERATING INTEREST 12.50000%

NET REVENUE INTEREST 10.18750%

EXHIBIT A-2
~~and~~
EXHIBIT B

~~Neither~~ Exhibit A-2 ~~nor Exhibit B~~ does not have have any application to any properties in Campbell, Sublette, and Sweetwater Counties, Wyoming.

EXHIBIT A-2

Exhibit A-2 does not have any application to any properties in Campbell, Sublette, Natrona, and Sweetwater Counties, Wyoming.

EXHIBIT "B"
to
Preferential Right to Purchase
Oil and Liquid Hydrocarbons
Dated September 24, 1979
Between
Clark Oil & Refining Corporation
and
Clark Oil Producing Co.

Purchasers of Hydrocarbons From Existing Production

Purchaser (1)(2)	Clark Producing Lease No. or *Clark Oil Contract No.	Area
Western Crude Oil	*1313	North Bagley Field Lea County, New Mexico
Permian Corporation	*1230	Grieve Area Natrona County, Wyoming
Sun Oil Company of Pennsylvania	*1341	East Cameron Blcok 338 Vermilion Block 320 West Cameron Block 595 Offshore, Louisiana
Exxon Company U.S.A.	*1400	East Cameron Block 338 Offshore, Louisiana
None nominated as yet. or Clark Oil & Refining Corporation	71019	High Island Block A-560 Field Offshore Texas
None nominated as yet. or Clark Oil & Refining Corporation	71020	High Island Block A-561 Field Offshore Texas
Clark Oil & Refining Corporation	71016	West Cameron Block 595 Field Offshore Louisiana
Sun Gas Company, as Payor. Various Parties, their Successors and Assigns, as Purchaser.	71001	West Cameron Block 639 Offshore Louisiana

Clark Oil & Refining Corporation	71002	East Cameron Block 338 Field Offshore Louisiana
Clark Oil & Refining Corporation	71007	Vermilion Block 320 Field Offshore Louisiana
J.M. Huber Corporation, as Payor. The Permian Corp., its Successors and Assigns, as Purchaser.	05319	South Powder Wash Field Moffat County, Colorado
SoHio Natural Resources Co.	34190	East Harmony Field Morrow County, Ohio
Shell Oil Company and Mobil Oil Corporation, as Payors. Mobil Oil Corporation, its Successors and Assigns, as Purchaser.	49361, 49091	Raven Creek Field Campbell County, Wyoming
Mobil Oil Corporation and Koch Oil Company, as Payors. Shell Oil Company, its Successors and Assigns, as Purchaser.	49139, 49118	Reel Field Campbell County, Wyoming
Tenneco Oil Company, as Payor. Various parties, their Successors and Assigns, as Purchaser.	49284	S.E. Ward Creek Field Campbell County, Wyoming
Natural Gas Sales Only as of the Date of Agreement to which this Exhibit is attached.	49489, 49513	Goat Hill field Sublette County, Wyoming
The Permian Corporation	49727, 49727-A, 49727-B, 49727-C, 49727-D	North Grieve Field Natrona County, Wyoming
The Permian Corporation	1-49729, 2-49729	North Grieve Field Natrona County, Wyoming

Natural Gas Well(s) at this time. For Liquids, Sands American Corporation, as Payor. Various parties, their Successors and Assigns, as Purchaser.	49591	Barrell Springs Area Wildrose Field Sweetwater County, Wyoming
Natural Gas Well(s) at this time. For Liquids, Ladd Petroleum Corporation, as Payor. Various parties, their Successors and Assigns, as Purchaser.	49153	Wells Bluff Area Wildrose Field Sweetwater County, Wyoming
Natural Gas Well(s) at this time. For Liquids, Ladd Petroleum Corporation, as Payor. Various parties, their Successors and Assigns, as Purchaser.	49722	Barrell Springs Area Wildrose Field Sweetwater County, Wyoming
Natural Gas Well(s) at this time. For Liquids, Ladd Petroleum Corporation, as Payor. Various parties, their Succe. sors and Assigns, s Purchaser.	49152	Wells Bluff Area Wildrose Field Sweetwater County, Wyoming
Natural Gas Well(s) at this time. For Liquids, Ladd Petroleum Corporation, as Payor. Various parties, their Successors and Assigns, as Purchaser.	49316	Wells Bluff Area Wildrose Field Sweetwater County, Wyoming
Natural Gas Well(s) at this time. For Liquids, Ladd Petroleum Corporation, as Payor. Various parties, their Successors and Assigns, as Purchaser.	49605, 49605-B	Wells Bluff Area Wildrose Field Sweetwater County, Wyoming
Exxon Company, U.S.A.	42167	North Charlotte Field Atascosa County, Texas
Exxon Company, U.S.A.	42178	North Charlotte Field Atascosa County, Texas
Charter Crude Oil Company	42056	Yegua Creek Field Burleson County, Texas

The Permian Corporation	42062	Yegua Creek Field Burleson County, Texas
Charter Crude Oil Company	42067	Yegua Creek Field Burleson County, Texas
The Permian Corporation	1-42039	S.W. Milbur Field Yegua Creek Area Burleson County, Texas
Texas Land & Trading Co., Inc., as Payor. The Permian Corporation, its Successors and Assigns, as Purchaser.	2-42039	S.W. Milbur Field Yegua Creek Area Burleson County, Texas
Texas Land & Trading Co., Inc., as Payor. Charter Crude Oil Co., its Successors and Assigns, As Purchaser.	3-42039	S.W. Milbur Field Yegua Creek Area Burleson County, Texas
Charter Crude Oil Company	42054	Yegua Creek Field Burleson and Lee County, Texas
Charter Crude Oil Company	42094	Yegua Creek Field Milam County, Texas
Scurlock Oil Company	42100	Yegua Creek Field Milam County, Texas
The Permian Corporation	1-42047, 2-42047	Concordia Field Nueces County, Texas
Tartan Production Co.	1-42047, 2,42047	Concordia Field Nueces County, Texas
Natural Gas Well(s) at this time. For Liquids, Atlantic Richfield Company and Mesa Petroleum Co. as Payor. The Permian Corporation, its Successors and Assigns, as Purchaser.	42157	Lipps Field Roberts County, Texas
Atlantic Richfield Company and Union Oil Company of California, as Payors. Various Parties, their Successors and Assigns as Purchasers.	42156	Lipps Field Roberts County, Texas
Natural Gas Well(s) at this time. For Liquids, Purchaser to be Designated.	42311, 42313, 42315, 42317	Juanita Field Webb County, Texas

E. Ralph Daniel Trust Account. The Permian Corporation, its Successors and Assigns, as Purchaser.	42220	East Poth Field Wilson County, Texas
Koch Oil Company	17093, 17121, 17134, 17136, 17158, 17162, 17179, 17180, 17180A, 17180B	Bayou Postillion Iberia Parish, Louisiana
Pennzoil Producing Co., as Payor. Murphy Oil Corporation, its Successors and Assigns, as Purchaser.	17182, 17184 17185	North King's Ridge Field Lafourche Parish, Louisiana
North American Royalties, Inc., as Payor. Koch Oil Company, its Successors and Assigns, as Purchaser.	17392, 17393	Palmetto Bayou Field Terrebonne Parish, Louisiana
Western Crude Oil, Inc.	2-30011, 30038	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30028, 30028-A, 30028-B	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30012	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30004	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30006, 30006-A, 30006-B, 30006-C, 30006-D, 30006-E, 30006-F	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30008	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30009	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30029, 30028, 30028-A, 30028-B	North Bagley Field Lea County, New Mexico

Western Crude Oil, Inc.	30037	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30018, 30018-A, 30018-B, 30018-C, 30018-D, 30018-E, 30018-F, 30018-G	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30021	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30005, 30029	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30037	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30005	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30032, 30030	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30007, 30007-A, 30007-B, 30007-C, 30007-D, 30007-E	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30001, 30002	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30005	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30037, 30031	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30032, 30033, 30033-A, 30033-B	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30025, 30026	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30003	North Bagley Field Lea County, New Mexico

Western Crude Oil, Inc.	30017	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30016	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30015	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30010	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30002	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30010	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30036	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	1-30011	North Bagley Field Lea County, New Mexico
Western Crude Oil, Inc.	30034	North Bagley Field Lea County, New Mexico
Basin, Inc.	30035, 30035-A	North Bagley Field Lea County, New Mexico
Basin, Inc.	30035, 30035-A	North Bagley Field Lea County, New Mexico

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(1) Deemed to include Successors and Assigns whether or not listed herein.

(2) Deemed to include any other Purchaser from Interests in Exhibit A-1 not listed herein.

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Form 3120-1
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

W 62875

OIL AND GAS LEASE
(COMPETITIVE PUBLIC DOMAIN LANDS)

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

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

Energetics, Inc.
Suite 1010, 333 West Hampden Ave.
Englewood, Colorado 80110

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 **Bird Canyon** field:

T 27 N, R 111 W, 6th Principal Meridian, WY

Sec 30: Lot 4

1743.1

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containing **31.43** 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 when 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 or 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. Such 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 [illegible]

(1) It [redacted]ssly agreed that the Secretary of the terior may establish reasonable minimum values for purses of computing royalty on any or all oil, gas, natural soline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for majority of production of like quality in the same field, to price received by lessee, to posted prices, and to other levant matters and, whenever appropriate, after notice and portunity to be heard.

(3) When paid in value, such royalties on production hall be due and payable monthly on the last day of the month xt following the month in which produced. When paid in ount of production, such royalty products shall be delivered merchantable condition on the premises where produced thout cost to lessor, unless otherwise agreed to by the rties hereto, at such times and in such tanks provided by ssee as reasonably may be required by lessor, but in no case all lessee be required to hold such royalty oil or other proucts in storage beyond the last day of the month next llowing the month in which produced nor be responsible or ot 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, spended, or reduced; and royalties on the entire leasehold any portion thereof segregated for royalty purpose may be duced if the Secretary of the Interior finds that, for the rpose of encouraging the greatest ultimate recovery of oil gas and in the interest of conservation of natural resources, is necessary, in his judgment, to do so in order to promote velopment, or because the lease cannot be successfully perated under the terms fixed herein.

(e) *Payments* — Unless otherwise directed by the Secrey of the Interior, to make rental, royalty, or other payments lessor, to the order of the Bureau of Land Management at he places mentioned in the regulation 43 CFR 3103.1–2. If here is no well on the leased lands capable of producing oil gas in paying quantities, the failure to pay rental on or fore 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 payent 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 il and Gas Supervisor of the Geological Survey not later han 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 eased land: *Provided*, That nothing in any such contract or ther arrangement shall be construed as modifying any of the rovisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the ethod of computing royalties due as based on a minimum aluation and in accordance with the Oil and Gas Operating egulations.

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

(h) *Well records* — To keep a daily drilling record, a log, nd complete information on all well surveys and tests in form cceptable to or prescribed by lessor of all wells drilled on e leased lands, and an acceptable record of all subsurface vestigations affecting said lands, and to furnish them, or pies thereof, to lessor when required. All information obained under this paragraph, upon request of lessee, shall t be open to inspection by the public until the expiration the lease.

(i) *Inspection* — To keep open at all reasonable times for e inspection of any duly authorized officer of the Department, e leased premises and all wells, improvements, machinery, nd fixtures thereon and all books, accounts, maps and records lative to operations and surveys or investigations on the eased lands or under the lease. All information obtained rsuant to any such inspection, upon request of lessee, shall t be open to inspection by the public until the expiration f the lease.

(j) *Diligence, prevention of waste, health and safety of workmen* — To exercise reasonable diligence in drilling and roducing the wells herein provided for unless consent to uspend operations temporarily is granted by lessor; to carry on all operations in accordance with approved methods and ractices as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or as or damage to deposits or formations containing oil, gas, water or to coal measures or other mineral deposits, for onservation of gas energy, for the preservation and conervation of the property for future productive operations and for the health and safety of workmen and employees; to plug

[redacted]y and effectively all wells drilled in [redacted]ce 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 assessments; records of production* — 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 nonsegregated 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 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.

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

(103 Stat. 652; 42 U.S.C. [illegible]), the requirement

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

tice to prospective co tractors and subcontractors of quest for certification of nonsegregated facilities – A tificate of Nonsegregated Facilities, as required by the , 196 order (32 F.R. 7439, May 19, 1967) on Elimination segregated Facilities, by the Secretary of Labor, must be mitted prior to the award of a contract or subcontract ding $10,000 which is not exempt from the provisions of Equal Opportunity Clause. The certification may be sub- ed either for each contract and subcontract or for all tracts and subcontracts during a period (i.e., quarterly, annually, or annually).

(n) *Assignment of oil and gas lease or interest therein* – As required by applicable law, to file for approval by or any instrument of transfer made of this lease or any rest therein, including assignments of record title, operg agreements and subleases, working or royalty interests, in ninety (90) days from date of final execution thereof.

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

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

(q) *Reserved or segregated lands* – If any of the land uded in this lease is embraced in a reservation or segated for any particular purpose, to conduct operations ereunder in conformity with such requirements as may be e by the Director, Bureau of Land Management, for the tection and use of the land for the purpose for which it reserved or segregated, so far as may be consistent with use of the land for the purpose of this lease, which latter l be regarded as the dominant use unless otherwise ided herein or separately stipulated.

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

(1) *General* – Lessee shall take such steps as quired by the drilling permit, the attached stipulations, or e authorized officer to prevent activities or operations on e leased lands from: (i) causing or contributing to soil sion or damage to crops or other vegetative cover on ederal or non-Federal lands in the vicinity, (ii) polluting oil, air, or water; (iii) creating hazards to wildlife or depriving them of the use of the natural elements of their abitat; (iv) disturbing the surface or damaging areas of enic value or natural beauty; (v) damaging or removing provements owned by the United States or other parties, (vi) destroying, damaging, or removing fossils, historic or moving fossils, historic or prehistoric ruins or artifacts. ssee shall, prior to the termination of bond liability or at y other time when required and in the manner directed by sor, reclaim all land the surface of which has been disrbed, 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 good order* – 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) *Use free, 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

reserves the right to erect, maintain and operate any and all reduction works 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 other 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 or vested in lessor under this paragraph shall also run to any agent or assignee of lessor or any purchaser of the rights of lessor.

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

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

Sec. 4. *Drilling and producing restrictions* — It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal and State laws, and regulations issued thereunder, and 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* — 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, terms 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, equipment, tools, and material 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 consecutively numbered pages commencing with page 1 hereafter. ___ Stipulations are not attached.

THE UNITED STATES OF AMERICA

ENERGETICS, INC.

BY: _____
(Signature of Lessee)
Robert L. Mehl, President

By _____
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

ATTEST:

_____
(Signature of Lessee)
Assistant Secretary

SEAL
COLORADO

MAR 31 1978
(Date)

U.S. 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

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 thereof or otherwise affect the environment, hereinafter alled "surface disturbing operation," conducted by ssee shall be subject, as set forth in this stipution, to prior approval of such operation by the Area il and Gas Supervisor in consultation with appropiate surface management agency and to such reaonable conditions, not inconsistent with the purposes r which this lease is issued, as the Supervisor may equire 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 Engier 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

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.

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.

ASSIGNMENT OF RIGHT TO LEASE

THIS ASSIGNMENT AND AGREEMENT, made and entered into this 24th day of October, 1979, by and between WYOMING TELEPHONE COMPANY, INC., Post Office Box 158, Pinedale, Wyoming 82941 (hereinafter called "Assignor") and NORTHWEST EXPLORATION COMPANY, One Park Central, Suite 1487, Denver, Colorado, 80202 (hereinafter called "Assignee").

WITNESSETH:

WHEREAS, under and by virtue of the Act of February 15, 1901 (31 Stat. 1790), Assignor, by due authorization and approval by the United States Department of the Interior, Bureau of Land Management, is the owner and holder of a right of way for a telephone line, under application designated W-0102914, across, among other lands, the following-described government lands in the County of Sublette, State of Wyoming, to-wit:

Township 30 North, Range 110 West, 6th P.M.
Section 17: S/2S/2
Section 18: Lot 3, E/2SW/4, S/2SE/4, Lot 4

WHEREAS, under the provisions of that certain enactment known as the Act of May 21, 1930 (30 U.S.C.A. 301 et seq.), the holder of a right of way acquired under any law of the United States is entitled to a preferential right to an oil and gas lease from the United States covering the oil and gas deposits thereunder, which said preferential right is by such enactment made assignable, subject to the approval of the Secretary of the Interior;

WHEREAS, subject to Assignor's said preferential right to an oil and gas lease from the United States covering the said deposits under Assignor's said right of way for a telephone lines, the Assignee last listed above is the owner and holder of an oil and gas lease from the United States which described the subdivisions, among other lands, hereinabove set out;

WHEREAS, subject to the terms and conditions hereinafter set forth, Assignor is willing to assign its preferential right, as aforesaid, to Assignee.

NOW, THEREFORE, in consideration of the sum of Ten and more Dollars ($10.00 and more), in hand paid to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and relinquish unto Assignee

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all rights and interest of Assignor in and to a preferential right to an oil and gas lease from the United States of America covering the oil and gas deposits under Assignor's right of way for its telephone lines upon the lands herein specifically described, it being the intent and understanding of the Assignor that this Assignment covers only its interest, if any, under the above-identified Act of May 21, 1930, and does not cover any other right held or claimed by Assignor with respect to the right of way for its telephone lines upon said above-described and; SUBJECT, HOWEVER, to the following terms, conditions and covenants:

1. Assignee hereby covenants and agrees that any activities and operations which they may conduct, or cause to be conducted, in or about the vicinity of the communication lines and appurtenances of the Assignor on the land above described, will be so conducted as not to cause subsidence of the surface of the land within or in proximity of said right of way or otherwise interfere with, endanger or damage any of the said lines and appurtenances of Assignor, and so as not to interfere with, endanger or interrupt any communication service or services furnished by Assignor.

Assignee further covenants and agrees that, except for the crossing of said right of way with pipelines or other means of transportation, no operation will be conducted upon or from the surface of the Assignor's said right of way.

2. The rights and interests herein assigned, transferred, and relinquished shall only be assigned, transferred, and relinquished for such period of time as Assignee's presently existing lease W-60127, or any extension or renewal thereof, from the United States to Assignee covering oil and gas deposits under said land is in effect; it being the intention of the parties hereto that the duration of both the rights and interests assigned herein and the Assignee's effective lease shall be co-extensive and that when such lease of Assignee, including any extension or renewal of same, shall terminate, the herein assigned rights and interests in said right of way shall immediately also terminate; provided, however, that any liabilities of Assignee to Assignor

then accrued, but unsatisfied, shall not cease and determine. Upon such termination of any or all of said rights and interest, subject to the above provision, they shall thereupon revert unto Assignor, and Assignee further agrees to promptly notify Assignor in writing of the date of expiration of said lease and further agrees to execute to Assignor an adequate release after said lease expires.

The terms, provisions, and covenants hereof shall extend to and be binding upon the Assignor, the Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Agreement to be executed by their duly authorized representatives as of the date herein first stated.

ATTEST:

Ivan Jackson
WITNESS

ASSIGNOR:

WYOMING TELEPHONE COMPANY, INC.

By _____

ATTEST:

Betty R. Burnett
Assistant Secretary

ASSIGNEE:

NORTHWEST EXPLORATION COMPANY

By _____
D. J. Eckelberg
Vice President, Exploration

STATE OF Wyoming)
) SS.
County of Fremont)

Before me, a Notary Public, in and for said county and state, did personally appear Craig L. Crandall, to me personally known who, being by me duly sworn, did say that he is the Vice President of Wyoming Telephone Co., Inc., and that the seal affixed is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors. Said Craig L. Crandall acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of October, 1979.

NOTARY PUBLIC SEAL

_____
Notary Public

My Commission Expires: July 11, 1983

STATE OF _____)
) SS.
County of _____)

Before me, a Notary Public, in and for said county and state, did personally appear _____, to me personally known who, being by me duly sworn, did say that he is the _____ of _____, and that the seal affixed is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors. Said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 1979.

SEAL

_____
NOTARY PUBLIC

My Commission Expires:

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE, executed on October 31, 1979 (the "Closing Date"), but effective as of October 1, 1979, at 7:00 a.m., local time (the "Effective Time"), is from CLARK OIL PRODUCING CO., a Delaware corporation (herein called "Assignor"), whose principal office is located at 1000 Dresser Tower, 601 Jefferson, Houston, Texas 77002 to PETRO-LEWIS CORPORATION, a Colorado corporation (herein called "PLC"), whose principal office is located at 717 Seventeenth Street, Denver, Colorado 80202.

For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys and assigns to PLC effective as of the Effective Time and subject to the Permitted Encumbrances (as herein defined) the following (all of which are herein called the "Interests"):

1. The entire estates or the undivided interests therein, as described in Exhibit A-1 attached hereto and made a part hereof, in and to the leases, licenses, permits, and other agreements and documents of title described in Exhibit A-1 (herein called the "Leases"), insofar as the Leases cover and relate to the land described or referred to in Exhibit A-1 (herein called the "Land"), together with all tenements, hereditaments and appurtenances belonging thereto.

2. All assets, properties, rights and interests (including without limitation working interests, operating interests, royalties, mineral interests and related surface estates) specifically described in Exhibit A-1.

To have and to hold the Interests unto PLC and its successors and assigns forever.

Assignor shall warrant and forever defend title to the Interests, subject to the Permitted Encumbrances (as herein defined), against any and all persons lawfully claiming or to claim the same or any portion thereof by, through or

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RECORDED ... 1979 8:00 AM
IN BOOK 58 ... PAGE 331
FEES $32.75 ... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

under Assignor, Clark Oil & Refining Corporation, a Wisconsin corporation (herein called "CO&R"), or both Assignor and CO&R, but not otherwise.

As used herein the term "Permitted Encumbrances" means: (i) liens for taxes not yet delinquent, (ii) liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, and irregularities noted in Exhibit A (including, without limitation, liens of operators under agreements described in Exhibit A relating to obligations not yet due and with respect to which Assignor is not in default), (iii) liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects or irregularities of title (including, without limitation, liens securing amounts not yet due for services performed or goods furnished) which are not such as to interfere materially with the operation, value, or use of, and do not materially prevent, without indemnity or other special arrangements, PLC or its successors in interest from receiving the proceeds of production from an Interest, (iv) preferential rights to purchase and required third-party consents to assignment provided they are either not applicable to this Assignment and Conveyance or appropriate waivers or consents have been obtained, (v) such other defects or irregularities of title or liens, charges or encumbrances as PLC may have waived in writing, (vi) lessors' royalties, overriding royalties, division orders terminable upon no more than 60 days' notice to the purchaser (subject to applicable governmental regulation), reversionary interests, and similar burdens which do not operate to reduce the Net Revenue Interest of any Interest (as to all hydrocarbons produced, saved and marketed from the Leases, Land and all wells located thereon, through the plugging, abandonment and salvage of such wells) to less than the amount set forth in Exhibit A, (vii) conventional rights of reassignment requiring less than 91 days' notice to the holders of such rights, (viii) that certain agreement entitled "Preferential Right to Purchase Oil and Liquid Hydrocarbons" dated September 24, 1979, between Assignor, as seller, and CO&R, as buyer (herein called the "CO&R Purchase Contract"), affecting portions of the Interests described on Exhibit A, and (ix) any liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects or irregularities of title which were actually known to PLC prior to the Closing Date, but not disclosed in writing to Assignor prior to the Closing Date.

To the extent the Interests conveyed hereby constitute personal property or fixtures ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Assignor hereby assigns to PLC, with full right of subrogation, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests except any covenants or warranties that Assignor may have the right to enforce against CO&R or any affiliate of CO&R due to the fact that such entity was a predecessor in title to Assignor with respect to any of the Interests.

Assignor hereby quitclaims to PLC, to the extent so transferable, any right of Assignor to continue to serve as operator under applicable operating agreements covering the Interests or any portion thereof.

PLC hereby assumes and agrees to pay, perform and discharge all obligations of Assignor to the extent such obligations are (i) attributable to the Interests and (ii) attributable to any time or period of time after the Effective Time provided that the provisions of this paragraph shall not be deemed to limit or otherwise affect the remedies available under the limited warranty of title contained herein. Except as provided in the next succeeding paragraph, the references herein and in Exhibit A, to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties.

PLC, for itself and its successors and assigns, hereby covenants and agrees with Assignor (i) that its acquisition of the Interests hereunder is subject to the CO&R Purchase Contract and that the CO&R Purchase Contract is not extinguished by this Assignment and Conveyance but continues in all respects as a valid and legally enforceable contract against PLC and its successors and assigns with respect to the portions of the Interests affected thereby as described

in Exhibit A; and (ii) that PLC will not take any action with respect to the interests acquired by it hereunder in Oil and Gas Lease No. OCS-G 2711, Block A-560, High Island Area, South Addition, Offshore Texas, Oil and Gas Lease No. OCS-G 2712, Block A-561, High Island Area, South Addition, Offshore Texas, and Oil and Gas Lease No. OCS-G 2437, Block 595, West Cameron Area, Offshore Louisiana, which would accelerate the schedule for repayment of advances, pursuant to the Advance Agreements described in Exhibit A affecting such above described oil and gas leases, from the schedules set forth in Paragraphs 1 and 4 of Article IV of such Advance Agreements.

Separate assignments of the Interests shall be executed on approved forms by Assignor to PLC, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to, the Interests conveyed herein.

Reference is made to Exhibit A attached hereto and made a part hereof for all purposes. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the Interests are located and in which records such documents are in fact recorded or in which records like documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records. There may be omitted, from each copy of this Assignment and Conveyance which is to be recorded in the official real property records of a county, those portions of Exhibit A relating to portions of the Interests located outside of such county.

This Assignment and Conveyance shall bind and inure to the benefit of Assignor and PLC and their respective successors and assigns.

CLARK OIL PRODUCING CO.

By _____
John A. Bruss
Vice President

ATTEST:

_____
Charles L. Dunlap
Secretary

(SEAL)

PETRO-LEWIS CORPORATION

By _____
David A. Frawley
Executive Vice President

ATTEST:

_____
John R. Hazlett
Assistant Secretary

(SEAL)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a Notary Public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named John A. Bruss and Charles L. Dunlap, personally known to me to be the persons whose names are subscribed to the foregoing instrument and personally known to me to be the Vice President and Secretary, respectively, of CLARK OIL PRODUCING CO., a Delaware corporation, the corporation described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, on the day and year therein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal this 31st day of October, 1979.

Anne R. McLean
Notary Public in and for
Harris County, T E X A S

ANNE R. McLEAN
Notary Public, Harris County, Texas
My Commission Expires: 12/31/80

My Commission Expires:
December 31, 1980

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a Notary Public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named David A. Frawley and John R. Hazlett, personally known to me to be the persons whose names are subscribed to the foregoing instrument and personally known to me to be the Executive Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, the corporation described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, on the day and year therein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal this 31st day of October, 1979.

Notary Public in and for
Harris County, T E X A S

My Commission Expires:
December 31, 1980

12/31/80

EXHIBIT A

TO THAT CERTAIN ASSIGNMENT AND CONVEYANCE
FROM
CLARK OIL PRODUCING CO.
TO
PETRO-LEWIS CORPORATION

Preamble

EXHIBIT A consists of the following:

EXHIBIT A-1: Producing and Non-Producing Leases and Overriding Royalty Interests*

EXHIBIT A-2: Easements

EXHIBIT A-3: Plants and Facilities

EXHIBIT A-4: Miscellaneous Agreements

*Portions of the Leases described in EXHIBIT A-1 are subject to the terms and provisions of that certain agreement by and between Clark Oil & Refining Corporation and Clark Oil Producing Co. dated September 24, 1979, entitled Preferential Right to Purchase Oil and Liquid Hydrocarbons, the terms and provisions of which are incorporated herein by reference and made a part hereof for all purposes.

EXHIBIT A-1

TO THAT CERTAIN ASSIGNMENT AND CONVEYANCE
FROM
CLARK OIL PRODUCING CO.
TO
PETRO-LEWIS CORPORATION

Producing and Non-Producing Leases
and
Overriding Royalty Interests

EXHIBIT A-1

Goat Hill Field
Sublette County, Wyoming

Goat Hill Unit

The undivided record title interests and operating rights interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49489 — Oil and gas lease Serial No. W-02736 dated effective December 1, 1950, between the United States of America, as Lessor, and Lucile Hilton, as Lessee, recorded in Book 33, Page 343, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 31 North, Range 113 West, 6th P.M.

Section 32: E/2E/2

Section 33: S/2, W/2NW/4, SE/4NW/4, SW/4NE/4

Tract 2: Township 31 North, Range 113 West, 6th P.M.

Section 28: SW/4NW/4, NW/4SW/4

Section 29: SE/4, N/2

Section 32: W/2NE/4

Tract 3: Township 31 North, Range 113 West

Section 31: E/2NE/4, NE/4SE/4

Section 32: W/2SE/4, W/2

An undivided 50.00000% interest in record title as to Tracts 1, 2 and 3.

An undivided 25.00000% interest in the operating rights as to Tract 1 from the surface to a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tract 1 below a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tracts 2 and 3 for all depths.

The undivided interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49513 Oil and gas lease, Serial No. W-21124 dated effective June 1, 1951, between the United States of America, as Lessor, and Lee A. Adams, as Lessee, recorded in Book 34, Page 174, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 30 North, Range 113 West, 6th P.M.
Section 5: Lot 1, SE/4NE/4

Tract 2: Township 30 North, Range 113 West
Section 5: Lot 2, SW/4NE/4, S/2NW/4
Section 6: SE/4NE/4

Tract 3: Township 30 North, Range 113 West
Section 5: Lots 3 and 4

Undivided 50.00000% record title interest as to Tract 1;

Undivided 25.00000% record title interest as to Tracts 2 and 3;

Undivided 50.00000% operating rights interest as to Tracts 1, 2 and 3 from the surface down through the stratigraphic interval equivalent to the Almay Formation.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty;

2. A proportionate share of overriding royalties in the total amount of not more than 4.00000% as to lease number 49489 and in the total amount of not more than 2.500000% as to lease number 49513; and an additional 10.000000% from the surface of the ground through the Almy Formation.

3. Unit Agreement and Unit Operating Agreement for the Goat Hill Unit Area, No. 14-08-0001-6097, dated March 31, 1959, approved July 8, 1959, between Belco Petroleum Corporation, as operator, and Belfer Natural Gas Company, et al, as non-operators, as to Tract 3 of each of the above two leases;

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4. Gas Purchase Contract dated January 12, 1978, between Clark Oil Producing Co., as Seller, and Northwest Pipeline Corporation, as Purchaser;

The above interests in the leases result in the following described interests:

	Operating Interest	Net Revenue Interest
Lease #49489:		
Tract 1	25.00000%	20.12500%
Tracts 2 & 3	50.00000%	41.25000%
Lease #49513:		
Tract 1	50.00000%	37.50000%
Tracts 2 & 3	25.00000%	21.25000%
Goat Hill Unit: composed of lease #49489, Tract 3 and lease #49513, Tract 3	50.00000%	41.08290%

Deer Hill 5-10

An undivided 12.50000% interest in and to the operating rights created by the following described oil and gas lease:

49689 Oil and gas lease, Serial No. W-27645, dated effective April 1, 1951, between the United States of America, as Lessor, and Belco Petroleum Corporation, as Lessee;

Insofar as said lease covers the following land in Sublette Co., Wyoming:

Township 30 North, Range 113 West

Section 10: NW/4NW/4, From the surface to a depth of 3,295 feet below the surface.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty.
2. A proportionate share of overriding royalties in the total amount of not more than 6.0000%;

OPERATING INTEREST 12.50000%

NET REVENUE INTEREST 10.18750%

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EXHIBIT A-2

Exhibit A-2 is not relevant to this county.

EXHIBIT A-3

Exhibit A-3 is not relevant to this county.

EXHIBIT A-4

Exhibit A-4 is not relevant to this county.

SUPPLEMENTAL ASSIGNMENT,
BILL OF SALE AND CONVEYANCE

THIS SUPPLEMENTAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE, executed on October 31, 1979 (the "Closing Date"), but effective as of October 1, 1979, at 7:00 a.m., local time (the "Effective Time"), is from CLARK OIL PRODUCING CO., a Delaware corporation (herein called "Assignor"), whose principal office is located at 1000 Dresser Tower, 601 Jefferson, Houston, Texas 77002, to PETRO-LEWIS CORPORATION, a Colorado corporation (herein called "PLC"), whose principal office is located at 717 Seventeenth Street, Denver, Colorado 80202.

By Assignment and Conveyance executed on the Closing Date, but effective as of the Effective Time, Assignor granted, assigned and conveyed the following to PLC (all of which are therein and herein called the "Interests"):

1. The entire estates or the undivided interests therein, described in Exhibit A-1 attached hereto and made a part hereof, in and to the leases, licenses, permits, and other agreements and documents of title described in Exhibit A-1 (herein called the "Leases"), insofar as the Leases cover and relate to the land described or referred to in Exhibit A-1 (herein called the "Land"), together with all tenements, hereditaments and appurtenances belonging thereto.

2. All assets, properties, rights and interests (including without limitation working interests, operating interests, royalties, mineral interests and related surface estates) specifically described in Exhibit A-1.

For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys and assigns to PLC, effective as of the Effective Time and subject to the Permitted Encumbrances (as herein defined), the following (all of which are herein called the "Additional Interests"):

(a) All the property, rights, agreements, product purchase and sale contracts, pipelines, gas processing plants, gasoline plants, gathering systems, fixtures and

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RECORDED November 14, 1979 8:00 A.M.
IN BOOK 58 of Deeds PAGE 346
FEES $30.25 Sam J. Clark
By Dorothy M. Reed

improvements, leases, permits, rights of way, easements, licenses, options, orders, personal property, equipment, inventories, and warehouse stock described in Exhibits A-2, A-3 and A-4 hereto.

(b) All other assets, properties, rights and interests specifically described in Exhibit A hereto.

(c) All of Assignor's right, title and interest in and to all rights, privileges, benefits and powers conferred upon the holder of any of the Leases with respect to the use and occupation of the surface of, and the subsurface depths under, the Lands covered by such Leases which may be necessary, convenient or incidental to the possession and enjoyment of the interests in the Leases so conveyed.

(d) With respect to the Interests referenced in Paragraphs 1 and 2 above and the properties, rights, agreements and other matters referenced in Paragraphs (a), (b) and (c) above, all of Assignor's right, title and interest in and to all of the fixtures, equipment, improvements, tenements, hereditaments, inventories, warehouse stock, gathering systems associated with the Leases, appurtenances, agreements, product purchase and sale contracts, leases of equipment or facilities, easements, permits, licenses, servitudes, options, orders and rights of way thereon or appurtenant thereto, used by Assignor or held for use by Assignor in connection with the ownership or operation thereof, or with the production, treatment on the Lease, sale or disposal of hydrocarbons or water produced therefrom, or attributable thereto, regardless of whether such items are described on Exhibit A.

(e) All of Assignor's right, title and interest in and to (i) all other interests in the Leases or the Land, if any; and (ii) all other assets, properties and rights, owned by Assignor, but not described on Exhibit A.

Notwithstanding anything to the contrary contained herein, there is excluded from the Additional Interests (and, accordingly, the term "Additional Interests" shall not include) the assets, properties, rights and interests described in Exhibit B attached hereto and made a part hereof. In the event matters included in Exhibit A and Exhibit B shall conflict, Exhibit B shall control; provided that Exhibit A shall control with respect to assets, properties, rights and interests to the extent that such items are both

(i) specifically listed or specifically described in Exhibit A, and (ii) only generally described by type of asset or ownership in Exhibit B.

To have and to hold the Additional Interests unto PLC and its successors and assigns forever.

Assignor shall warrant and forever defend title to the Additional Interests referenced in Paragraphs (a) and (b) above and described on Exhibit A, subject to Permitted Encumbrances (as hereinafter defined), against any and all persons lawfully claiming or to claim the same or any portion thereof by, through or under Assignor, Clark Oil & Refining Corporation, a Wisconsin corporation (herein called "CO&R"), or both CO&R and Assignor, but not otherwise. Assignor's right, title and interest in the Additional Interests referenced in Paragraphs (c) through (e) above are transferred to PLC without any warranty whatsoever or representations as to the title of Assignor, PLC or any other party.

As used herein the term "Permitted Encumbrances" means: (i) liens for taxes not yet delinquent, (ii) liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, and irregularities noted in Exhibit A (including, without limitation, liens of operators under agreements described in Exhibit A relating to obligations not yet due and with respect to which Assignor is not in default), (iii) liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects or irregularities of title (including, without limitation, liens securing amounts not yet due for services performed or goods furnished) which are not such as to interfere materially with the operation, value, or use of, and do not materially prevent, without indemnity or other special arrangements, PLC or its successors in interest from receiving the proceeds of production from an Additional Interest, (iv) preferential rights to purchase and required third-party consents to assignment provided they are either not applicable to this Supplemental Assignment, Bill of Sale and Conveyance or appropriate waivers or consents have been obtained, (v) such other defects or irregularities of title or liens, charges or encumbrances as PLC may have waived in writing, (vi) lessor's royalties, overriding royalties, division orders terminable upon no more than 60 days' notice to the Purchaser (subject to applicable governmental regulation), reversionary interests, and similar burdens which do not

operate to reduce the Net Revenue Interest of any Additional Interest (as to all hydrocarbons produced, saved and marketed from the Leases, Land and all wells located thereon, through the plugging, abandonment and salvage of such wells) to less than the amount set forth in Exhibit A, (vii) conventional rights of reassignment requiring less than 91 days' notice to the holders of such rights, (viii) that certain agreement entitled "Preferential Right to Purchase Oil and Liquid Hydrocarbons" dated September 24, 1979, between Assignor, as seller, and CO&R, as buyer (herein called the "CO&R Purchase Contract"), affecting portions of the Interests described on Exhibit A, and (ix) any liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects or irregularities of title which were actually known to PLC prior to the Closing Date, but not disclosed in writing to Assignor prior to the Closing Date.

ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Assignor hereby assigns to PLC, with full right of subrogation, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Additional Interests except any covenants or warranties that Assignor may have the right to enforce against CO&R or any affiliate of CO&R due to the fact that such entity was a predecessor in title to Assignor with respect to any of the Additional Interests.

PLC hereby assumes and agrees to pay, perform and discharge all obligations of Assignor to the extent such obligations are (i) attributable to the Interests and the Additional Interests and (ii) attributable to any period of time after the Effective Time provided that the provisions of this paragraph shall not be deemed to limit or otherwise affect the limited warranties of title contained herein. Except as provided in the next succeeding paragraph, the references herein and in Exhibit A to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties.

PLC, for itself and its successors and assigns, hereby covenants and agrees with Assignor (i) that its acquisition of the Additional Interests hereunder is subject to the CO&R Purchase Contract and that the CO&R Purchase Contract is not extinguished by this Supplemental Assignment, Bill of Sale and Conveyance but continues in all respects as a valid and legally enforceable contract against PLC and its successors and assigns with respect to the portions of the Additional Interests affected thereby as described in Exhibit A; and (ii) that PLC will not take any action with respect to the interests acquired by it hereunder in Oil and Gas Lease No. OCS-G 2711, Block A-560, High Island Area, South Addition, Offshore Texas, Oil and Gas Lease No. OCS-G 2712, Block A-561, High Island Area, South Addition, Offshore Texas, and Oil and Gas Lease No. OCS-G 2437, Block 595, West Cameron Area, Offshore Louisiana, which would accelerate the schedule for repayment of advances, pursuant to the Advance Agreements described in Exhibit A affecting such above described oil and gas leases, from the schedules set forth in Paragraphs 1 and 4 of Article IV of such Advance Agreements.

Reference is made to Exhibit A and Exhibit B attached hereto and made a part hereof for all purposes. References in Exhibit A and Exhibit B to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A and Exhibit B are to the official real property records of the county or counties in which the Interests are located and in which records such documents are in fact recorded or in which records like documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records. There may be omitted, from any copy of this Supplemental Assignment, Bill of Sale and Conveyance which is to be recorded in the official real property records of a county, those portions of Exhibits A and B relating to assets, properties, rights and interests located outside of such county.

Thi. Supplemental Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and PLC and their respective successors and assigns.

ATTEST:

Charles L. Dunlap
Secretary

(SEAL)

CLARK OIL PRODUCING CO.

By _____
John A. Bruss
Vice President

ATTEST:

John R. Hazlett
Assistant Secretary

(SEAL)

PETRO-LEWIS CORPORATION

By _____
David A. Frawley
Executive Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a Notary Public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named John A. Bruss and Charles L. Dunlap, personally known to me to be the persons whose names are subscribed to the foregoing instrument and personally known to me to be the Vice President and Secretary, respectively, of CLARK OIL PRODUCING CO., a Delaware corporation, the corporation described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, on the day and year therein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal this 31st day of October, 1979.

Anne R. McLean
Notary Public in and for
Harris County, T E X A S

ANNE R. McLEAN
Notary Public, Harris County, Texas
My Commission Expires: 12/31/82

My Commission Expires:
December 31, 1982

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a Notary Public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named David A. Frawley and John R. Hazlett, personally known to me to be the persons whose names are subscribed to the foregoing instrument and personally known to me to be the Executive Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, the corporation described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, on the day and year therein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal this 31st day of October, 1979.

Notary Public in and for
Harris County, T E X A S

My Commission Expires:
October 31, 1982

11/31/82

EXHIBIT A

TO THAT CERTAIN SUPPLEMENTAL ASSIGNMENT, BILL OF SALE
AND CONVEYANCE
FROM
CLARK OIL PRODUCING CO.
TO
PETRO-LEWIS CORPORATION

Preamble

EXHIBIT A consists of the following:

EXHIBIT A-1: Producing and Non-Producing Leases and Overriding Royalty Interests*

EXHIBIT A-2: Easements

EXHIBIT A-3: Plants and Facilities

EXHIBIT A-4: Miscellaneous Agreements

*Portions of the Leases described in EXHIBIT A-1 are subject to the terms and provisions of that certain agreement by and between Clark Oil & Refining Corporation and Clark Oil Producing Co. dated September 24, 1979, entitled Preferential Right to Purchase Oil and Liquid Hydrocarbons, the terms and provisions of which are incorporated herein by reference and made a part hereof for all purposes.

EXHIBIT A-1

TO THAT CERTAIN SUPPLEMENTAL ASSIGNMENT, BILL OF SALE
AND CONVEYANCE
FROM
CLARK OIL PRODUCING CO.
TO
PETRO-LEWIS CORPORATION

Producing and Non-Producing Leases
and
Overriding Royalty Interests

EXHIBIT A-1

Goat Hill Field
Sublette County, Wyoming

Goat Hill Unit

The undivided record title interests and operating rights interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49489 Oil and gas lease Serial No. W-02736 dated effective December 1, 1950, between the United States of America, as Lessor, and Lucile Hilton, as Lessee, recorded in Book 33, Page 343, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 31 North, Range 113 West, 6th P.M.

Section 32: E/2E/2

Section 33: S/2, W/2NW/4, SE/4NW/4, SW/4NE/4

Tract 2: Township 31 North, Range 113 West, 6th P.M.

Section 28: SW/4NW/4, NW/4SW/4

Section 29: SE/4, N/2

Section 32: W/2NE/4

Tract 3: Township 31 North, Range 113 West

Section 31: E/2NE/4, NE/4SE/4

Section 32: W/2SE/4, W/2

An undivided 50.00000% interest in record title as to Tracts 1, 2 and 3.

An undivided 25.00000% interest in the operating rights as to Tract 1 from the surface to a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tract 1 below a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tracts 2 and 3 for all depths.

The undivided interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49513 Oil and gas lease, Serial No. W-21124 dated effective June 1, 1951, between the United States of America, as Lessor, and Lee A. Adams, as Lessee, recorded in Book 34, Page 174, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 30 North, Range 113 West, 6th P.M.
Section 5: Lot 1, SE/4NE/4

Tract 2: Township 30 North, Range 113 West
Section 5: Lot 2, SW/4NE/4, S/2NW/4
Section 6: SE/4NE/4

Tract 3: Township 30 North, Range 113 West
Section 5: Lots 3 and 4

Undivided 50.00000% record title interest as to Tract 1;

Undivided 25.00000% record title interest as to Tracts 2 and 3;

Undivided 50.00000% operating rights interest as to Tracts 1, 2 and 3 from the surface down through the stratigraphic interval equivalent to the Almay Formation.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty;

2. A proportionate share of overriding royalties in the total amount of not more than 4.00000% as to lease number 49489 and in the total amount of not more than 2.50000% as to lease number 49513; and an additional 10.00000% from the surface of the ground through the Almy Formation.

3. Unit Agreement and Unit Operating Agreement for the Goat Hill Unit Area, No. 14-08-0001-6097, dated March 31, 1959, approved July 8, 1959, between Belco Petroleum Corporation, as operator, and Belfer Natural Gas Company, et al, as non-operators, as to Tract 3 of each of the above two leases;

4. Gas Purchase Contract dated January 12, 1978, between Clark Oil Producing Co., as Seller, and Northwest Pipeline Corporation, as Purchaser;

The above interests in the leases result in the following described interests:

	Operating Interest	Net Revenue Interest
Lease #49489:		
Tract 1	25.00000%	20.12500%
Tracts 2 & 3	50.00000%	41.25000%
Lease #49513:		
Tract 1	50.00000%	37.50000%
Tracts 2 & 3	25.00000%	21.25000%
Goat Hill Unit: composed of lease #49489, Tract 3 and lease #49513, Tract 3	50.00000%	41.08290%

Deer Hill 5-10

An undivided 12.50000% interest in and to the operating rights created by the following described oil and gas lease:

49689 — Oil and gas lease, Serial No. W-27645, dated effective April 1, 1951, between the United States of America, as Lessor, and Belco Petroleum Corporation, as Lessee;

Insofar as said lease covers the following land in Sublette Co., Wyoming:

Township 30 North, Range 113 West

Section 10: NW/4NW/4, From the surface to a depth of 3,295 feet below the surface.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty.
2. .. proportionate share of overriding royalties in the total amount of not more than 6.0000%;

OPERATING INTEREST 12.50000%

NET REVENUE INTEREST 10.18750%

3410

EXHIBIT A-2

Exhibit A-2 is not relevant to this county.

EXHIBIT A-3

Exhibit A-3 is not relevant to this county.

EXHIBIT A-4

Exhibit A-4 is not relevant to this county.

PRODUCERS [redacted] Nebraska, No[redacted]e, Oklahoma & Wyo[redacted]g OIL, GAS A[redacted] MINERAL LE[redacted]

THIS AGREEMENT made this 27 day of [illegible] 19[illegible], between

Cross Lazy Two Land and Livestock Co., Inc., a Wyoming Corporation

of [illegible], hereinafter called Lessor (whether one or more), and MOBIL OIL CORPORATION, a New York Corporation, P O Box 5444, Denver, Colorado 80217, hereinafter called Lessee:

1 Lessor, in consideration of ten and more Dollars ($ 10.00 and more) in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the land covered hereby for the purposes of investigating exploring prospecting, drilling mining (but not strip or open pit mining), and operating for and producing oil and all other liquid hydrocarbons gas, casinghead gas condensate and all other gaseous substances, sulphur, uranium and all associated substances coal and any other minerals whether similar or dissimilar to those mentioned and whether or not produced in conjunction with those mentioned, (hereinafter sometimes referred to as "Leased Substances") Lessor further grants, leases and lets exclusively unto Lessee Said Land for the purposes of injecting gas, water, other fluids air and any other substances into subsurface strata, conducting all types of recovery operations, establishing and utilizing facilities for the disposition of salt water and other waste materials, laying pipelines, storing Leased Substances, building roads, bridges, tanks, power lines telephone lines and any other structures and things thereon to produce, save take care of, treat, process, store and transport said Leased Substances and other products manufactured therefrom and housing and otherwise caring for its employees, together with such rights and easements in Said Land necessary or useful in Lessee's oil gas and mineral operations on Said Land and any lands adjacent contiguous to or within the general area of Said Land (hereinafter referred to as "Other Lands") and with the right to cross any adjacent or contiguous lands of Lessor by use of existing roads or otherwise in order to have ingress and egress to and from Said Land to carry out such purposes The land covered hereby, including but not limited to, all of Lessor's future remainder and reversionary rights therein (herein sometimes called "Said Land") is located in Sublette County Wyoming and is described as follows

Vioin #1
Parcel #5-A

TOWNSHIP 30 NORTH, RANGE 114 WEST, SIXTH PRINCIPAL MERIDIAN

SECTION 14: The Southwest Quarter, the South half of the Northwest Quarter, the Northwest Quarter of the Northwest Quarter, the West Half of the Southeast Quarter and the Northwest Quarter of the Northeast Quarter.

SECTION 15: The Southeast Quarter, and the Northeast Quarter of the Northeast Quarter.

SECTION 22: The Northeast Quarter of the Northwest Quarter.

and includes not only the land specifically described above but also all land, if any, contiguous to or adjoining Said Land and owned or claimed by Lessor by limitation, prescription, possession reversion or unrecorded instrument or as to which Lessor has a preference right of acquisition For the purpose of calculating the rental payments hereinafter provided for, Said Land is estimated to comprise 640 acres, whether it actually comprises more or less

2 Subject to the other provisions herein contained, this lease shall remain in force for a term of [illegible] years from [illegible] (hereinafter called "Primary Term") and as long thereafter as oil gas, sulphur, uranium, coal or any of the Leased Substances is produced from Said Land or land with which Said Land is pooled

3 The royalties to be paid by Lessee are

(a) on oil and other liquid hydrocarbons saved at the well, one eighth of that produced and saved from Said Land, same to be delivered at the well, or to the credit of Lessor in the pipeline to which the wells may be connected Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude Lessee may, at its option, from time to time purchase any royalty oil or liquid hydrocarbons, paying the market price therefor prevailing for the field where produced for oil or liquid hydrocarbons of like kind and quality on the date of purchase and Lessee may sell any royalty oil or liquid hydrocarbons in its possession and pay Lessor the price received by Lessee for such oil and/or liquid hydrocarbons computed at the well

(b) on gas, including casinghead gas, condensate and other gaseous substances produced from said land

(1) when sold or used by Lessee for the extraction of gasoline or other products therefrom, one eighth of the market value at the well of the gas so sold or used, provided that the market value shall not exceed the net amount realized by Lessee from the sale of gas and extracted products, including gasoline and residue gas ("net amount realized" being defined as proceeds received by Lessee from the sale less all cost and expenses incurred by Lessee from the mouth of the well through sale, excluding normal field separation expense which Lessee alone shall bear) In the event the gas is processed in a plant in which Lessee owns an interest, Lessee may include as expense amortization of its investment in pipelines, the plant and its facilities plus a reasonable rate of return thereon The use by Lessee of all or any part of the extracted products, including gasoline and residue gas, for its own account shall for the purposes hereof be deemed a sale at the market price prevailing at the plant at the time of use by Lessee, provided, however, if the price of any product, gasoline or gas is regulated by any governmental agency, market price of such product gasoline or gas for the purposes of computing royalty on such product gasoline or gas used by Lessee shall not be in excess of the price permitted by such regulations If a refund of a portion of the proceeds derived from the sale of gas may be required under any order, rule or regulation of any governmental agency having jurisdiction thereof, net amount realized shall be calculated on the basis of the unsuspended and or unconditional certificated price for such gas which Lessee receives Lessee may hold as their interest the portion of any proceeds subject to possible refund until the amount of refund if any is determined by final unappealable order of the governmental agency

(2) when used by Lessee for any purpose other than the extraction of gasoline or other products therefrom and those permitted by numbered paragraph 7, one eighth of the market value at the mouth of the well of such gas or casinghead gas however, Lessee shall in no event be required to determine and change market value more often than once every calendar year Changes made shall be prospective only If the price of gas or casinghead gas is regulated by any governmental agency, the market value for the purposes of computing royalty hereunder shall not be in excess of the price permitted by such regulations,

(c) on sulphur produced and marketed one dollar ($1 00) per long ton,

(d) on uranium, coal and any other Leased Substances for which a royalty is not otherwise established which are produced and marketed, one sixteenth of the proceeds received from the sale of such Leased Substances; and

(e) if Lessee drills a well on Said Land or on land pooled therewith, which well is capable of producing oil or gas in paying quantities but such well is not being produced and this lease is not being maintained otherwise as provided herein, this lease shall not terminate, whether it be during or after the Primary Term (unless released by Lessee) and it shall nevertheless be considered that oil or gas in paying quantities is being produced from the land covered by this lease When the lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing or deposit to their credit in the depository bank as hereinafter provided a sum equal to one twelfth of the amount of the annual Rental payable in lieu of drilling operations during the Primary Term on the number of acres subject to this lease at the time such payment is made for each calendar month, or portion thereof, during which said well is situated on Said Land, or on land pooled therewith, and this lease is not otherwise maintained, or this lease is not released by Lessee as to the land on which or the horizon, zone, or formation in which the well is completed The first payment of such sum shall be made on or before the first day of the calendar month after expiration of ninety (90) days from the date the lease is not otherwise maintained for all accruals to such date and thereafter on or before the first day of each third calendar month for all accruals to each such date Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease

4 Lessee has paid Lessor Rental in full hereunder for the first one (1) year of the Primary Term hereof. If operations for drilling are not commenced on Said Land or on land pooled therewith on or before the expiration of the original paid up period, this lease shall terminate as to both parties unless on or before such date Lessee shall pay or tender, or make a bona fide attempt to pay or tender, to Lessor or to the credit of Lessor in [illegible] Bank at [illegible] the sum of Six Hundred and Fourty and no/100 ********** Dollars ($ 640.00 **********) (herein called "Rental"), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months In like manner and upon like payment or tender annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months, each during the Primary Term The payment or tender of Rental under this paragraph and of royalty under Paragraph 3 on any well which is not being produced (hereinafter referred to as "Shut In Royalty") may be made by check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment Such bank and its successors are Lessor's agent and shall continue as depository for all Rental and Shut In Royalty payable hereunder regardless of changes in ownership of Said Land, Rental or Shut In Royalty If such bank, or any successor bank, should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept Rental or Shut In Royalty, Lessee shall not be held in default for failure to make such payment or tender of Rental or Shut In Royalty until thirty (30) days after the party or parties entitled thereto shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment or tender If Lessee shall make a bona fide attempt on or before any payment date to pay or deposit Rental to a party or parties entitled thereto, according to Lessee's records, or to a party or parties who, prior to such attempted payment or deposit, have given Lessee notice in accordance with subsequent provisions of this lease of their right to receive Rental, and if such payment or deposit shall be ineffective or erroneous in any regard, this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective Rental payment or deposit had been properly made, provided that the erroneous or ineffective Rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice by such party or parties of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment Failure to make proper payment or deposit of delay Rental as to any interest in Said Land shall not affect this lease as to any interest therein as to which proper payment or deposit is made

5 Lessee is hereby granted the right and power at any time, and from time to time, to pool or unitize this lease, the land covered by it or any part thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil, gas, or any other Leased Substances The unit may include either oil or gas (including condensate) or any other Leased Substances and may be limited to one or more subsurface strata. Units pooled for oil hereunder shall not exceed one hundred sixty (160) acres in surface area plus a tolerance of ten percent (10%) thereof and units pooled for gas (including condensate) hereunder shall not exceed six hundred forty (640) acres in surface area plus a tolerance of ten percent (10%) thereof, provided that if any Federal or State law, Executive order, rule or regulation shall prescribe or permit a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such units may embrace as much additional acreage as may be so prescribed, permitted or as may be used in such allocation or allowable Lessee shall file written unit designation in the county in which the premises are located. The unit shall become effective on the date provided in the designation or, if the designation makes no such provision, it shall become effective upon the date it is filed for record. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty or leasehold interests in lands within the unit which are not effectively pooled or unitized Such units may be designated at any time either before or after the completion of a well or wells or production therefrom and Lessee may reduce, enlarge modify or dissolve such unit or units at any time prior to the discovery of oil, gas or other Leased Substances on the pooled acreage, or, after discovery of same, at any time subsequent to the cessation of production thereof, by filing a written declaration to such effect in the same county. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated, for all purposes, except the payment of royalties on production from the pooled units, as if the same were included in this lease. For the purpose of the royalties herein provided, Lessee shall allocate production from a unit so pooled or unitized only such portion of the production as the number of acres covered by this lease and included in the unit bears to the total number of acres in such unit, or Lessee may allocate to the leasehold estate covered by this lease and included in the unit the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage in the unit, but only to the extent such portion of production is allocated to the royalty interest in Said Land. Production from an oil well will be considered production from the lease or pooled unit from which it is classified by the conservation agency having jurisdiction thereof. Production from a gas well, or from a reservoir which is regulated on a gas basis by the conservation agency having jurisdiction thereof, will be considered production from the lease or pooled unit from which gas is produced. In the absence of such classification, production shall be considered production from the lease or pooled unit from which it is produced. Operations conducted pursuant to the terms of a unit agreement shall be considered operations conducted upon said land whether the well be located on said land or not. There shall be allocated to the land covered by this lease within any participating area established by such unit, or to the interest of Lessor therein, such proportion of the actual royalty production from such participating area as the amount of acreage of said land within such participating area bears to the total acreage so included in such participating area, regardless of which part of the unit the production may be obtained from. In addition to the foregoing, Lessor shall have the right to designate those tracts of land within a unit which would reasonably be considered to be productive of oil or gas and the number of acres within such tracts. Production, drilling or reworking operations or royalties paid anywhere on the unit which includes all or a part of said land shall be treated as if production, drilling or reworking operations were conducted on or royalties paid from said land, except that the royalty shall be paid to Lessor only in the proportion which the area covered by this lease and included in the unit bears to the entire acreage in the unit so pooled or unitized.

RISE Oil & Gas Lease Book 76, Pg 437 3-10-86 362

6 If, prior to discovery of oil, gas or other Leased Substances on Said Land or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, gas or other Leased Substances, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences reworking or additional drilling or mining operations within sixty (60) days thereafter, or if it be within the Primary Term, commences or resumes the payment or tender of Rentals or commences operations for drilling, mining or reworking on or before the Rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If a dry hole is completed and abandoned at any time during the last fifteen (15) months of the Primary Term and prior to discovery of oil, gas or other Leased Substances on Said Land or land pooled therewith, no Rental payment or operations are necessary in order to keep the lease in force during the remainder of the Primary Term. If, at the expiration of the Primary Term, oil, gas or any of the Leased Substances is not being produced on Said Land or land pooled or unitized therewith but Lessee is then engaged in operations for drilling, mining or reworking any well or mine thereon, this lease shall remain in force so long as drilling, mining or reworking operations are prosecuted (whether on the same or different wells or mines) with no cessation of more than sixty (60) consecutive days and, if they result in production, so long thereafter as oil, gas or any of the Leased Substances is produced from Said Land or land pooled or unitized therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining Said Land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

7 Lessee shall have free use of oil, gas, other Leased Substances and water from Said Land (except water from Lessor's wells and tanks) for all operations hereunder, including, but not limited to, repressuring, pressure maintenance, cycling, secondary, tertiary and any other type recovery operations, and, in connection with such operations, Lessee shall be permitted to deduct the amount of such substances supplied from this lease used in such operations, and to recoup the quantity of all substantially like substances injected for the above operations when off lease substances, the use of which is hereby authorized, are used, from the actual production for the purposes of determining royalty payment hereunder. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Unless otherwise expressly provided herein, the only limitations on Lessee's use of the surface (including subsurface, air space and any materials constituting a part of the surface estate) of Said Land for any operations required or permitted under this lease are: (1) Lessee shall conduct such operations in a non negligent manner, (2) Lessee shall not use more of the lateral surface than is reasonably necessary in connection therewith, and (3) Lessee shall pay for damages caused by its operations to growing crops on said land. The right to use facilities or improvements in or under Said Land for or in connection with operations on or production from Other Lands shall survive termination of this lease for so long a period of time as Lessee has any need for them. Any additions to, changes or relocations of Lessee's facilities made at Lessor's request shall be at Lessor's cost and expense. No well shall be drilled within two hundred feet (200 ft.) of any residence or building now on Said Land without Lessor's consent.

8 The rights of either party hereunder may be assigned in whole or in part as to Said Land or any mineral or subsurface interval or any depth hereunder, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns; but no change or division in ownership of the land, Rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. No such change or division in the ownership of the land, Rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of Said Land, the Rentals or Shut In Royalty payments payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each and default in payment by one shall not affect the rights of other leasehold owners hereunder. Any assignment shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and if Lessee or assignee of part or parts hereof shall fail or make default in payment of the proportionate part of the Rentals or Shut In Royalty payments due from such Lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of Said Land upon which Lessee or any assignee thereof shall make payment of said Rentals or Shut-in Royalty payments. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9 Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning, acts of the public enemy, wars, blockades, insurrections or riots, strikes or lockouts, epidemics or quarantine regulations, laws, acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents acting under color of authority, freight embargoes or failures, exhaustion or unavailability or delays of any product, labor, service or material. If Lessee is prevented from or required to cease drilling, mining, reworking or producing operations by any order, decree, direction, inaction or denial of a permit by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority, on the land covered by this lease, or if Lessee by force majeure is prevented from conducting drilling operations, mining operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated or the permit is issued and for a period of ninety (90) days after such termination or issuance each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the Primary Term, the time thereof shall be added to such term.

10 Lessor hereby [redacted] agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon Said Land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply Rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in Said Land less than the entire fee simple estate, then the royalties and Rentals to be paid Lessor shall be reduced proportionately. Any one or more of the parties named above as Lessor may become a party to this lease by executing the original or a counterpart thereof. The execution of such original or counterpart shall have the same effect as if all parties had executed the same instrument, should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11 Lessee its his successors and assigns may at any time, and from time to time, execute and deliver to Lessor or to the depositary bank, or file for record a release or releases of this lease, as to any part or all of Said Land or any of the Leased Substances or subsurface interval or any depths thereunder, and thereby be relieved of all obligations as to the released land, mineral horizon, zone or formation. If this lease is released as to all Leased Substances, horizons, zones and formations under a portion of Said Land, the delay Rental, Shut In Royalty and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

IN WITNESS WHEREOF, we have executed this instrument effective as of the day and year first above written.

Robert V. Thompson, President

Bette M. Thompson, Secretary-Treasurer

Notwithstanding anything to the contrary as contained in the printed portion of this Oil and Gas Lease, the royalty provided for herein shall be 1/7th in lieu of the one-eighth (1/8th) printed in the form.

The said lands, as of the date of this lease, are subject to an Oil and Gas Lease dated October 28, 1975 and recorded in Book 124 at Page 162, Records of Sublette County, Wyoming. The primary term of said October 28, 1975 lease will expire on October 28, 1980. Lessor hereby agrees not to extend or modify said October 28, 1975 lease and not to enter into any other oil and gas lease covering said lands. This lease will terminate as to both parties unless on or before October 28, 1980 lessee shall pay or tender to the lessor, by depositing in the United States Mail, addressed to lessor at the address appearing herein, additional consideration in the sum of Twenty Five and No/100 Dollars ($ 25.00) per net mineral acre for each such acre to be retained under this lease.

Initialled for Identification BT

W-5359-A

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 22 day of December, 1980, by Bette M. Thompson, Secretary-Treasurer.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 22 day of December, 1980, by Robert V. Thompson, the President of Cross Lazy Two Land and Livestock Co. Inc., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires:

(IF ACKNOWLEDGING PARTY IS A BANK, [redacted] ON WHICH HAS [redacted] SHOULD BE ADDED [redacted]

177746

362

364

PRODUCERS 88 REV.—Colorado, Illinois, Kansas, Michigan, Nebraska, North Dakota, Oklahoma & Wyo. — OIL, GAS AND OTHER MINERAL LEASE — DEN. 78-1

365

3-10-80

RISE Oil & Gas Lease Book 76, Pg. 437

THIS AGREEMENT made this 22 day of [illegible] 19[illegible], between Frances M. Johnson, as to an Life Estate and Cross Lazy Two Land and Livestock Co., Inc., a Wyoming Corporation as to the remainder of Box 512 Pinedale, Wyoming, hereinafter called Lessor (whether one or more), and MOBIL OIL CORPORATION, a New York Corporation, P. O. Box 5444, Denver, Colorado 80217, hereinafter called Lessee.

1. Lessor, in consideration of ten and more Dollars ($ 10.00 and ors) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the land covered hereby for the purposes of investigating, exploring, prospecting, drilling, mining (but not strip or open pit mining), and operating for and producing oil and all other liquid hydrocarbons, gas, casinghead gas, condensate and all other gaseous substances, sulphur, uranium and all associated substances, coal and any other minerals, whether similar or dissimilar to those mentioned and whether or not produced in conjunction with those mentioned, (hereinafter sometimes referred to as "Leased Substances"). Lessor further grants, leases and lets exclusively unto Lessee Said Land for the purposes of injecting gas, waters, other fluids, air and any other substances into subsurface strata, conducting all types of recovery operations, establishing and utilizing facilities for the disposition of salt water and other waste materials, laying pipelines, storing Leased Substances, building roads, bridges, tanks, power lines, telephone lines and any other structures and things thereon to produce, save, take care of, treat, process, store and transport said Leased Substances and other products manufactured therefrom, and housing and otherwise caring for its employees, together with such rights and easements in Said Land necessary or useful in Lessee's oil, gas and mineral operations on Said Land and any lands adjacent, contiguous to or within the general area of Said Land (hereinafter referred to as "Other Lands") and with the right to cross any adjacent or contiguous lands of Lessor by use of existing roads or otherwise in order to have ingress and egress to and from Said Land to carry out such purposes. The land covered hereby, including but not limited to, all of Lessor's future, remainder and reversionary rights therein (therein sometimes called "Said Land") is located in Sublette County Wyoming and is described as follows:

Viola #1
Parcel #5-78

TOWNSHIP 30 NORTH, RANGE 114 WEST, SIXTH PRINCIPAL MERIDIAN
SECTION 14: The Southwest Quarter, the South Half of the Northwest Quarter, the Northwest Quarter of the Northwest Quarter, the West Half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter.
SECTION 15: The Southeast Quarter and the Northeast Quarter of the Northeast Quarter.
SECTION 22: The Northeast Quarter of the Northeast Quarter.

and includes not only the land specifically described above but also all land, if any, contiguous to or adjoining Said Land and owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or as to which Lessor has a preference right of acquisition. For the purpose of calculating the rental payments hereinafter provided for, Said Land is estimated to comprise 640 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ years from ~~the effective date hereof~~ October 28, 1980 (hereinafter called "Primary Term") and as long thereafter as oil, gas, sulphur, uranium, coal or any of the Leased Substances is produced from Said Land or land with which Said Land is pooled.

3. The royalties to be paid by Lessee are:

(a) on oil and other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from Said Land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected. Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude. Lessee may, at its option, from time to time purchase any royalty oil or liquid hydrocarbons, paying the market price therefor prevailing for the field where produced for oil or liquid hydrocarbons of like kind and quality on the date of purchase and Lessee may sell any royalty oil or liquid hydrocarbons in its possession and pay Lessor the price received by Lessee for such oil and/or liquid hydrocarbons computed at the well.

(b) on gas, including casinghead gas, condensate and other gaseous substances produced from Said Land:

(1) when sold or used by Lessee for the extraction of gasoline or other products therefrom, one-eighth of the market value at the well of the gas so sold or used, provided that the market value shall not exceed the net amount realized by Lessee from the sale of gas and extracted products, including gasoline and residue gas ("net amount realized" being defined as proceeds received by Lessee from the sale less all cost and expense incurred by Lessee from the mouth of the well through sale, excluding normal field separation expense which Lessee alone shall bear). In the event the gas is processed in a plant in which Lessee owns an interest, Lessee may include as expense amortization of its investment in pipelines, the plant and its facilities plus a reasonable rate of return thereon. The use by Lessee of all or any part of the extracted products, including gasoline and residue gas, for its own account shall for the purposes hereof be deemed a sale at the market price prevailing at the plant at the time of use by Lessee. Provided, however, if the price of any product, gasoline or gas is regulated by any governmental agency, market price of such product, gasoline or gas for the purposes of computing royalty on such product, gasoline or gas used by Lessee shall not be in excess of the price permitted by such regulations. If a refund of a portion of the proceeds derived from the sale of gas may be required under any order, rule or regulation of any governmental agency having jurisdiction thereof, net amount realized shall be calculated on the basis of the unsuspended and or unconditional certificated price for such gas which Lessee receives. Lessee may hold without interest the portion of any proceeds subject to possible refund until the amount of refund, if any, is determined by final unappealable order of the governmental agency.

(2) when used by Lessee for any purpose other than the extraction of gasoline or other products therefrom and those permitted by numbered paragraph 7, one-eighth of the market value at the mouth of the well of such gas or casinghead gas. However, Lessee shall in no event be required to determine and change market value more often than once every calendar year. Changes made shall be prospective only. If the price of gas or casinghead gas is regulated by any governmental agency, the market value for the purposes of computing royalty hereunder shall not be in excess of the price permitted by such regulations.

(c) on sulphur produced and marketed one dollar ($1.00) per long ton,

(d) on uranium, coal and any other Leased Substances for which a royalty is not otherwise established which are produced and marketed one-sixteenth of the proceeds received from the sale of such Leased Substances; and

(e) if Lessee drills a well on Said Land or on land pooled therewith, which well is capable of producing oil or gas in paying quantities but such well is not being produced and this lease is not being maintained otherwise as provided herein, this lease shall not terminate, whether it be during or after the Primary Term (unless released by Lessee) and it shall nevertheless be considered that oil or gas in paying quantities is being produced from the land covered by this lease. When the lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing or deposit to their credit in the depository bank as hereinafter provided a sum equal to one-twelfth of the amount of the annual Rental payable in lieu of drilling operations during the Primary Term on the number of acres subject to this lease at the time such payment is made for each calendar month, or portion thereof, during which said well is situated on Said Land, or on land pooled therewith, and this lease is not otherwise maintained, or this lease is not released by Lessee as to the land on which or the horizon, zone, or formation in which the well is completed. The first payment of such sum shall be made on or before the first day of the calendar month after expiration of ninety (90) days from the date the lease is not otherwise maintained for all accruals to such date and thereafter on or before the first day of each third calendar month for all accruals to each such date. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease.

4. Lessee has paid Lessor Rental in full hereunder for the first one (1) year of the Primary Term hereof. If operations for drilling are not commenced on Said Land or on land pooled therewith on or before the expiration of the original paid up period, this lease shall terminate as to both parties unless on or before such date Lessee shall pay or tender, or make a bona fide attempt to pay or tender, to Lessor or to the credit of Lessor in State Bank of the Pines Bank at [illegible] the sum of Six Hundred and Fourty and no/100 ********** Dollars ($ 640.00 **********) (herein called "Rental"), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payment or tender annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months, each during the Primary Term. The payment or tender of Rental under this paragraph and of royalty under Paragraph 3 on any well which is not being produced (hereinafter referred to as "Shut In Royalty") may be made by check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. Such bank and its successors are Lessor's agent and shall continue as depository for all Rental and Shut In Royalty payable hereunder regardless of changes in ownership of Said Land, Rental or Shut In Royalty. If such bank, or any successor bank, should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept Rental or Shut In Royalty, Lessee shall not be held in default for failure to make such payment or tender of Rental or Shut In Royalty until thirty (30) days after the party or parties entitled thereto shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment or tender. If Lessee shall make a bona fide attempt on or before any payment date to pay or deposit Rental to a party or parties entitled thereto, according to Lessee's records or to a party or parties who, prior to such attempted payment or deposit, have given Lessee notice in accordance with subsequent provisions of this lease of their right to receive Rental, and if such payment or deposit shall be ineffective or erroneous in any regard, this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective Rental payment or deposit had been properly made, provided that the erroneous or ineffective Rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice by such party or parties of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. Failure to make proper payment or deposit of delay Rental as to any interest in Said Land shall not affect this lease as to any interest therein as to which proper payment or deposit is made.

5. Lessee is hereby granted the right and power at any time, and from time to time, to pool or unitize this lease, the land covered by it or any part thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil, gas, or any other Leased Substances. The unit may include either oil or gas (including condensate) or any other Leased Substances and may be limited to one or more subsurface strata. Units pooled for oil hereunder shall not exceed one hundred sixty (160) acres in surface area plus a tolerance of ten percent (10%) thereof and units pooled for gas (including condensate) hereunder shall not exceed six hundred forty (640) acres in surface area plus a tolerance of ten percent (10%) thereof, provided that if any Federal or State law, Executive order, rule or regulation shall prescribe or permit a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such units may embrace as much additional acreage as may be so prescribed, permitted or as may be used in such allocation or allowable. Lessee shall file written unit designation in the county in which the premises are located. The unit shall become effective on the date provided in the designation or, if the designation makes no such provision, it shall become effective upon the date it is filed for record. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty or leasehold interests in lands within the unit which are not effectively pooled or unitized. Such units may be designated at any time either before or after the completion of a well or wells or production therefrom and Lessee may reduce, enlarge, modify or dissolve such unit or units at any time prior to the discovery of oil, gas or other Leased Substances on the pooled acreage, or, after discovery of same, at any time subsequent to the cessation of production thereof, by filing a written declaration to such effect in the same county. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. [illegible] into a unit shall be treated, for all purposes, except the payment of royalties hereunder, as if it had been developed and produced by Lessee under the terms of this lease. In lieu of the royalties herein provided, Lessee shall pay on production from the portion of any unit which includes land not covered by this lease such royalty as the number of surface acres of such land included in the unit bears to the total number of surface acres in such unit, and the amount of his royalty shall be determined by the production from such unit. Lessee may at any time execute and record an instrument identifying and describing the pooled acreage or the portion thereof on which Lessee elects to maintain this lease. The entire acreage so pooled into a unit shall be treated, for all purposes, except the payment of royalties hereunder, as if it had been developed and produced by Lessee under the terms of this lease. In lieu of the royalties herein provided, Lessee shall pay on production from the portion of any unit which includes land not covered by this lease such royalty as the number of surface acres of such land included in the unit bears to the total number of surface acres in such unit, and the amount of his royalty shall be determined by the production from such unit.

holes thereon, [redacted] discovery of oil, gas or other Leased Substan[redacted]oduction thereof should cease from any caus[redacted]t shall not terminate if Lessee comm[redacted]orking or additional drilling or mining operat[redacted]n sixty (60) days thereafter, or if it be within t[redacted]y Term, commences or resumes the [redacted] or tender of Rentals or commences operatio[redacted]ing, mining or reworking on or before the Rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If a dry hole is completed and abandoned at any time during the last fifteen (15) months of the Primary Term and prior to discovery of oil, gas or other Leased Substances on Said Land or land pooled therewith, no Rental payment or operations are necessary in order to keep the lease in force during the remainder of the Primary Term. If, at the expiration of the Primary Term, oil, gas or any of the Leased Substances is not being produced on Said Land or land pooled or unitized therewith but Lessee is then engaged in operations for drilling, mining or reworking any well or mine thereon, this lease shall remain in force so long as drilling, mining or reworking operations are prosecuted (whether on the same or different wells or mines) with no cessation of more than sixty (60) consecutive days and, if they result in production, so long thereafter as oil, gas or any of the Leased Substances is produced from Said Land or land pooled or unitized therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining Said Land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas, other Leased Substances and water from Said Land (except water from Lessor's wells and tanks) for all operations hereunder, including, but not limited to, repressuring, pressure maintenance, cycling, secondary, tertiary and any other type recovery operations, and, in connection with such operations, Lessee shall be permitted to deduct the amount of such substances supplied from this lease used in such operations, and to recoup the quantity of all substantially like substances injected for the above operations when off lease substances, the use of which is hereby authorized, are used, from the actual production for the purposes of determining royalty payment hereunder. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Unless otherwise expressly provided herein, the only limitations on Lessee's use of the surface (including subsurface, air space and any materials constituting a part of the surface estate) of Said Land for any operations required or permitted under this lease are (1) Lessee shall conduct such operations in a non negligent manner, (2) Lessee shall not use more of the lateral surface than is reasonably necessary in connection therewith, and (3) Lessee shall pay for damages caused by its operations to growing crops on said land. The right to use facilities or improvements in or under Said Land for or in connection with operations on or production from Other Lands shall survive termination of this lease for so long a period of time as Lessee has any need for them. Any additions to, changes or relocations of Lessee's facilities made at Lessor's request shall be at Lessor's cost and expense. No well shall be drilled within two hundred feet (200 ft.) of any residence or building now on Said Land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part as to Said Land or any mineral or subsurface interval or any depth thereunder and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land, Rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. No such change or division in the ownership of the land, Rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of Said Land, the Rentals or Shut In Royalty payments payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each and default in payment by one shall not affect the rights of other leasehold owners hereunder. Any assignment shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and if Lessee or assignee of part or parts hereof shall fail or make default in payment of the proportionate part of the Rentals or Shut In Royalty payments due from such Lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of Said Lands upon which Lessee or any assignee thereof shall make payment of said Rentals or Shut In Royalty payments. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning, acts of the public enemy, wars, blockades, insurrections or riots, strikes or lockouts, epidemics or quarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents acting under color of authority, freight embargoes or failures, exhaustion or unavailability or delays of any product, labor, service or material. If Lessee is prevented from or required to cease drilling, mining, reworking or producing operations by any order, decree, direction, inaction or denial of a permit by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority, on the land covered by this lease, or if Lessee by force majeure is prevented from conducting drilling operations, mining operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated or the permit is issued and for a period of ninety (90) days after such termination or issuance each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the Primary Term, the time thereof shall be added to such term.

10. Lessor hereby [redacted] agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon Said Land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply Rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in Said Land less than the entire fee simple estate, then the royalties and Rentals to be paid Lessor shall be reduced proportionately. Any one or more of the parties named above as Lessor may become a party to this lease by executing the original or a counterpart thereof. The execution of such original or counterpart shall have the same effect as if all parties had executed the same instrument. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its his successors and assigns may at any time, and from time to time, execute and deliver to Lessor or to the depository bank, or file for record a release or releases of this lease, as to any part or all of Said Land or any of the Leased Substances or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral horizon, zone or formation. If this lease is released as to all Leased Substances, horizons, zones and formations under a portion of Said Land, the delay Rental, Shut In Royalty and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

IN WITNESS WHEREOF, we have executed this instrument effective as of the day and year first above written.

Frances M. Johnson

Robert V. Thompson, President

Bette M. Thompson, Secretary-Treasurer

Notwithstanding anything to the contrary as contained in the printed portion of this Oil & Gas Lease, the royalty provided for herein shall be 1/7th in lieu of the one-eighth (1/8th) printed in the form.

This lease was prepared by _____ whose address is _____

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 22 day of December 19 82, by Frances M. Johnson.

Witness my hand and official seal.

My Commission Expires _____

Notary Public

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this ___ day of _____ 19 ___, by Bette M. Thompson.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 22 day of December 19 82, by Robert V. Thompson the President of Cross Three Two Land and Livestock Co., a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

IF ACKNOWLEDGING PARTY IS A CORP[illegible] WHICH HAS NO SEAL, FOLLOWING TO BE [illegible] MUST BE ALSO ON THE CERTIFICATE

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2. The said lands, as of the date of this lease, are subject to an Oil and Gas Lease dated October 28/1975 and recorded in Book 52 at Page 169, Records of Sublette County, WYOMING. The primary term of said October 28/1975 lease will expire on October 28/1980. Lessor hereby agrees not to extend or modify said October 28/1975 lease and not to enter into any other oil and gas lease covering said lands. This lease will terminate as to both parties unless on or before October 28/1980 lessee shall pay or tender to the lessor, by depositing in the United States Mail, addressed to lessor at the address appearing herein, additional consideration in the sum of TWENTY-FIVE AND NO 00/100 — Dollars ($ 25.00) per net mineral acre for each such acre to be retained under this lease.

Initialled for Identification

W 5359-B

177747

November 15 1979 8:00 AM
365

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that Lowell E. Larsen of Rock Springs, Wyoming, for and in consideration of the sum of Ten Dollars, ($10.00) and other good and valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, an overriding royalty of seven-sixteenths of one percent (7/16ths of 1%) unto Lowell E. Larsen and Violet B. Larsen, as joint tenants with full right of survivorship, 210 Hay Street, Rock Springs, Wyoming, 82901, in and from the aforesaid described lands embraced in Federal Oil and Gas Leases Wyoming 041345 and Wyoming 048781, located in Sublette County, Wyoming.

Wyoming 041345

Township 27 North, Range 113 West, 6th P.M.
Section 25: All;
Section 26: All;

Containing 1280.00 acres, more or less

Wyoming 048781

Township 27 North, Range 113 West, 6th P.M.
Section 35: E½;

Containing 320.00 acres, more or less

IN WITNESS WHEREOF, I have hereunto set my hand this 6TH day of November, 1979.

Lowell E. Larsen
Lowell E. Larsen

ACKNOWLEDGEMENT

STATE OF WYOMING)
: ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Lowell E. Larsen this 6TH day of November, 1979.

Witness my hand and official seal.

Notary Public

My Commission Expires:

177859

RECORDED Nov 17 — 12 5:10 PM
IN BOOK 58 Misc — 368
FEES $6.00
SUP
COUNTY CLERK
WYOMING

368

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.
4. Assignee is the sole party in interest in this assignment.
5. Filing fee of $10 is attached.
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, 1979.

Violet B. Larsen
Violet B. Larsen

Address:
210 Hay Street
Rock Springs, WY 82901

Lowell E. Larsen
Lowell E. Larsen

Address:
210 Hay Street
Rock Springs, WY 82901

Nebraska, No[redacted]e, Oklahoma & Wyor OIL, GAS AN[redacted]R MINERAL LEA [redacted]

THIS AGREEMENT made this 27 day of October 19 77, between

Cross Lazy Two Land and Livestock Co., Inc., a Wyoming Corporation

of Big Piney, Wyoming, 83113, hereinafter called Lessor (whether one or more), and MOBIL OIL CORPORATION, a New York Corporation, P O Box 5444, Denver Colorado 80217, hereinafter called Lessee:

1 Lessor, in consideration of ten and more Dollars ($ 10.00 and more) in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the land covered hereby for the purposes of investigating, exploring, prospecting, drilling, mining (but not strip or open pit mining), and operating for and producing oil and all other liquid hydrocarbons, gas, casinghead gas, condensate and all other gaseous substances, sulphur, uranium and all associated substances, coal and any other minerals whether similar or dissimilar to those mentioned and whether or not produced in conjunction with those mentioned, (hereinafter sometimes referred to as "Leased Substances") Lessor further grants, leases and lets exclusively unto Lessee Said Land for the purposes of injecting gas, waters, other fluids air and any other substances into subsurface strata, conducting all types of recovery operations, establishing and utilizing facilities for the disposition of salt water and other waste materials, laying pipelines storing Leased Substances, building roads, bridges, tanks, power lines telephone lines and any other structures and things thereon to produce save take care of, treat, process, store and transport said Leased Substances and other products manufactured therefrom, and housing and otherwise caring for its employees, together with such rights and easements in Said Land necessary or useful in Lessee's oil, gas and mineral operations on Said Land and any lands adjacent, contiguous to or within the general area of Said Land (hereinafter referred to as "Other Lands") and with the right to cross any adjacent or contiguous lands of Lessor by use of existing roads or otherwise in order to have ingress and egress to and from Said Land to carry out such purposes The land covered hereby, including but not limited to, all of Lessor's future (remainder and reversionary rights therein (herein sometimes called "Said Land"), is located in Sublette

County Wyoming, and is described as follows

Viola #1
Parcel #7

TOWNSHIP 29 NORTH, RANGE 114 WEST, SIXTH PRINCIPAL MERIDIAN
SECTION 11: The Southeast Quarter of the Northeast Quarter.
SECTION 12: The South Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, the Northeast Quarter and the North Half of the Southeast Quarter.

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2. Notwithstanding anything to the contrary as contained in the printed portion of this Oil and Gas Lease, the royalty provided for herein shall be 1/7th in lieu of the one-eighth (1/8th) printed in the form.

W-5360

and includes not only the land specifically described above but also all land, if any, contiguous to or adjoining Said Land and owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or as to which Lessor has a preference right of acquisition For the purpose of calculating the rental payments hereinafter provided for, Said Land is estimated to comprise 400 acres, whether it actually comprises more or less

2 Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from the effective date hereof (hereinafter called "Primary Term") and as long thereafter as oil, gas, sulphur, uranium, coal or any of the Leased Substances is produced from Said Land or land with which Said Land is pooled

3 The royalties to be paid by Lessee are

(a) on oil and other liquid hydrocarbons saved at the well, one eighth of that produced and saved from Said Land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude Lessee may, at its option, from time to time purchase any royalty oil or liquid hydrocarbons, paying the market price therefor prevailing for the field where produced for oil or liquid hydrocarbons of like kind and quality on the date of purchase and Lessee may sell any royalty oil or liquid hydrocarbons in its possession and pay Lessor the price received by Lessee for such oil and/or liquid hydrocarbons computed at the well

(b) on gas, including casinghead gas, condensate and other gaseous substances produced from said land

(1) when sold or used by Lessee for the extraction of gasoline or other products therefrom, one eighth of the market value at the well of the gas so sold or used, provided that the market value shall not exceed the net amount realized by Lessee from the sale of gas and extracted products, including gasoline and residue gas ("net amount realized" being defined as proceeds received by Lessee from the sale less all cost and expenses incurred by Lessee from the mouth of the well through sale, excluding normal field separation expense which Lessee alone shall bear) In the event the gas is processed in a plant in which Lessee owns an interest, Lessee may include as expense amortization of its investment in pipelines, the plant and its facilities plus a reasonable rate of return thereon The use by Lessee of all or any part of the extracted products, including gasoline and residue gas, for its own account shall for the purposes hereof be deemed a sale at the market price prevailing at the plant at the time of use by Lessee provided, however, if the price of any product, gasoline or gas is regulated by any governmental agency, market price of such product, gasoline or gas for the purposes of computing royalty on such product, gasoline or gas used by Lessee shall not be in excess of the price permitted by such regulation If a refund of a portion of the proceeds derived from the sale of gas may be required under any order, rule or regulation of any governmental agency having jurisdiction thereof, net amount realized shall be calculated on the basis of the unsuspended and or unconditional certificated price for such gas which Lessee receives Lessee may hold without interest the portion of any proceeds subject to possible refund until the amount of refund, if any, is determined by final unappealable order of the governmental agency

(2) when used by Lessee for any purpose other than the extraction of gasoline or other products therefrom and those permitted by numbered paragraph 7, one eighth of the market value at the mouth of the well of such gas or casinghead gas However, Lessee shall in no event be required to determine and change market value more often than once every calendar year Changes made shall be prospective only If the price of gas or casinghead gas is regulated by any governmental agency, the market value for the purposes of computing royalty hereunder shall not be in excess of the price permitted by such regulations

(c) on sulphur produced and marketed one dollar ($1.00) per long ton,

(d) on uranium, coal and any other Leased Substances for which a royalty is not otherwise established which are produced and marketed, one sixteenth of the proceeds received from the sale of such Leased Substances, and

(e) if Lessee drills a well on Said Land or on land pooled therewith, which well is capable of producing oil or gas in paying quantities but such well is not being produced and this lease is not being maintained otherwise as provided herein, this lease shall not terminate, whether it be during or after the Primary Term (unless released by Lessee) and it shall nevertheless be considered that oil or gas in paying quantities is being produced from the land covered by this lease When the lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing or deposit to their credit in the depository bank as hereinafter provided a sum equal to one twelfth of the amount of the annual Rental payable in lieu of drilling operations during the Primary Term on the number of acres subject to this lease at the time such payment is made for each calendar month, or portion thereof, during which said well is situated on Said Land, or on land pooled therewith, and this lease is not otherwise maintained, or this lease is not released by Lessee as to the land on which or the horizon, zone, or formation in which the well is completed The first payment of such sum shall be made on or before the first day of the calendar month after expiration of ninety (90) days from the date the lease is not otherwise maintained for all accruals to such date and thereafter on or before the first day of each third calendar month for all accruals to each such date Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease

4 Lessee has paid Lessor Rental in full hereunder for the first one (1) year of the Primary Term hereof If operations for drilling are not commenced on Said Land or on land pooled therewith on or before the expiration of the original paid up period, this lease shall terminate as to both parties unless on or before such date Lessee shall pay or tender, or make a bona fide attempt to pay or tender, to Lessor or to the credit of Lessor in _____

_____ Bank at _____

the sum of Four Hundred and no/100 ********** Dollars ($ 400.00 **********) (herein called "Rental"), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months In like manner and upon like payment or tender annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months, each during the Primary Term The payment or tender of Rental under this paragraph and of royalty under Paragraph 3 on any well which is not being produced (hereinafter referred to as "Shut In Royalty") may be made by check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment Such bank and its successors are Lessor's agent and shall continue as depository for all Rental and Shut In Royalty payable hereunder regardless of changes in ownership of Said Land, Rental or Shut In Royalty If such bank, or any successor bank, should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept Rental or Shut In Royalty, Lessee shall not be held in default for failure to make such payment or tender of Rental or Shut In Royalty until thirty (30) days after the party or parties entitled thereto shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment or tender If Lessee shall make a bona fide attempt on or before any payment date to pay or deposit Rental to a party or parties entitled thereto, according to Lessee's records, or to a party or parties who, prior to such attempted payment or deposit, have given Lessee notice in accordance with subsequent provisions of this lease of their right to receive Rental, and if such payment or deposit shall be ineffective or erroneous in any regard, this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective Rental payment or deposit had been properly made, provided that the erroneous or ineffective Rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice by such party or parties of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. Failure to make proper payment or deposit of delay Rental as to any interest in Said Land shall not affect this lease as to any interest therein as to which proper payment or deposit is made.

5 Lessee is hereby granted the right and power at any time, and from time to time, to pool or unitize this lease, the land covered by it or any part thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil, gas, or any other Leased Substances The unit may include either oil or gas (including condensate) or any other Leased Substances and may be limited to one or more subsurface strata Units pooled for oil hereunder shall not exceed one hundred sixty (160) acres in surface area plus a tolerance of ten percent (10%) thereof and units pooled for gas (including condensate) hereunder shall not exceed six hundred forty (640) acres in surface area plus a tolerance of ten percent (10%) thereof, provided that if any Federal or State law, Executive order, rule or regulation shall prescribe or permit a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such units may embrace as much additional acreage as may be so prescribed, permitted or as may be used in such allocation or allowable Lessee shall file written unit designation in the county in which the premises are located This unit shall become effective on the date provided in the designation or, if the designation makes no such provision, it shall become effective upon the date it is filed for record. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty or leasehold interests in lands within the unit which are not effectively pooled or unitized. Such units may be designated at any time either before or after the completion of a well or wells or production therefrom and Lessee may reduce, enlarge, modify or dissolve such unit or units at any time prior to the discovery of oil, gas or other Leased Substances on the pooled acreage, or, after discovery of same, at any time subsequent to the cessation of production thereof, by filing a written declaration to such effect in the same county. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease In lieu of the royalties herein provided, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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6. If, prior to discovery of oil, gas or other Leased Substances on Said Land or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, gas or other Leased Substances, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences reworking or additional drilling or mining operations within sixty (60) days thereafter, or if it be within the Primary Term, commences or resumes the payment or tender of Rentals or commences operations for drilling, mining or reworking on or before the Rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If a dry hole is completed and abandoned at any time during the last fifteen (15) months of the Primary Term and prior to discovery of oil, gas or other Leased Substances on Said Land or land pooled therewith, no Rental payment or operations are necessary in order to keep the lease in force during the remainder of the Primary Term. If, at the expiration of the Primary Term, oil, gas or any of the Leased Substances is not being produced on Said Land or land pooled or unitized therewith but Lessee is then engaged in operations for drilling, mining or reworking any well or mine thereon, this lease shall remain in force so long as drilling, mining or reworking operations are prosecuted (whether on the same or different wells or mines) with no cessation of more than sixty (60) consecutive days and, if they result in production, so long thereafter as oil, gas or any of the Leased Substances is produced from Said Land or land pooled or unitized therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining Said Land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas, other Leased Substances and water from Said Land (except water from Lessor's wells and tanks) for all operations hereunder, including, but not limited to, repressuring, pressure maintenance, cycling, secondary, tertiary and any other type recovery operations, and, in connection with such operations, Lessee shall be permitted to deduct the amount of such substances supplied from this lease used in such operations, and to recoup the quantity of all substantially like substances injected for the above operations when other Leased Substances, the use of which is hereby authorized, are used, from the actual production for the purposes of determining royalty payment hereunder. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Unless otherwise expressly provided herein, the only limitations on Lessee's use of the surface (including subsurface, air space and any materials constituting a part of the surface estate) of Said Land for any operations required or permitted under this lease are: (1) Lessee shall conduct such operations in a non negligent manner, (2) Lessee shall not use more of the lateral surface than is reasonably necessary in connection therewith, and (3) Lessee shall pay for damages caused by its operations to growing crops on said land. The right to use facilities or improvements in or under Said Land for or in connection with operations on or production from Other Lands shall survive termination of this lease for so long a period of time as Lessee has any need for them. Any additions to, changes or relocations of Lessee's facilities made at Lessor's request shall be at Lessor's cost and expense. No well shall be drilled within two hundred feet (200 ft.) of any residence or building now on Said Land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part as to Said Land or any mineral or subsurface interval or any depth thereunder and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land, Rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. No such change or division in the ownership of the land, Rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of Said Land, the Rentals or Shut In Royalty payments payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each and default in payment by one shall not affect the rights of other leasehold owners hereunder. Any assignment shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and if Lessee or assignee of part or parts hereof shall fail or make default in payment of the proportionate part of the Rentals or Shut In Royalty payments due from such Lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of Said Lands upon which Lessee or any assignee thereof shall make payment of said Rentals or Shut In Royalty payments. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning, acts of the public enemy, wars, blockades, insurrections or riots, strikes or lockouts, epidemics or quarantine regulations, laws, acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents acting under color of authority, freight embargoes or failures, exhaustion or unavailability or delays of any product, labor, service or material. If Lessee is prevented from or required to cease drilling, mining, reworking or producing operations by any order, decree, direction, inaction or denial of a permit by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority, on the land covered by this lease, or if Lessee by force majeure is prevented from conducting drilling operations, mining operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated or the permit is issued and for a period of ninety (90) days after such termination or issuance each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the Primary Term, the time thereof shall be added to such term.

10. Lessor hereby [redacted] agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon Said Land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply Rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in Said Land less than the entire fee simple estate, then the royalties and Rentals to be paid Lessor shall be reduced proportionately. Any one or more of the parties named above as Lessor may become a party to this lease by executing the original or a counterpart thereof. The execution of such original or counterpart shall have the same effect as if all parties had executed the same instrument, should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee its his successors and assigns may at any time, and from time to time, execute and deliver to Lessor or to the depository bank, or file for record a release or releases of this lease, as to any part or all of Said Land or any of the Leased Substances or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral horizon, zone or formation. If this lease is released as to all Leased Substances, horizons, zones and formations under a portion of Said Land, the delay Rental, Shut In Royalty and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

IN WITNESS WHEREOF, we have executed this instrument effective as of the day and year first above written.

Robert V. Thompson, President

Betta N. Thompson, Secretary-Treasurer

WITNESSES

RECORDED [illegible] M
IN BOOK [illegible] PAGE 376
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

This lease was prepared by _____ whose address is _____

STATE OF _____)
) SS
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

STATE OF [illegible])
) SS.
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this ____ day of _____ 19___, by Betta N. Thompson Secretary-Treasurer

Witness my hand and official seal.

My Commission Expires _____

Notary Public

STATE OF [illegible])
) SS.
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this ____ day of Cross Bar Ranch Inc and Livestock Co. a Wyoming corporation, on behalf of the corporation, by Robert V. Thompson the President

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

IF ACKNOWLEDGING PARTY IS A CORP[illegible] WHICH HAS NO [redacted]

RELEASE OF OIL AND GAS LEASE 8-34049-00 Canc. 05-79

GULF OIL CORPORATION [illegible] GULF OIL EXPLORATION AND PRODUCTION [illegible] CORPORATION, Three Twenty Four Building, [illegible] hereinafter called "Gulf") surrender the oil and gas

mining lease dated March 22 74

between Leo Jensen, et ux

lessor, and Gulf Oil Corporation

in Sublette County, Wyoming described land

and recorded in the records of said County in book 50 at page 550

WITNESS the execution hereof this 12th day of September, 79

GULF OIL CORPORATION

By J. E. HOOKS

Colorado, Kansas, Montana, Nebraska, North Dakota, Oklahoma, South Dakota

STATE OF)
) ss.
COUNTY OF)

BEFORE ME, a Notary Public in and for said County and State, on this [illegible] day of [illegible], 19[illegible], personally appeared [illegible] to me known to be the Attorney in Fact of GULF OIL CORPORATION and [illegible] person who subscribed the name of Gulf Oil Corporation to the foregoing instrument as its Attorney in Fact, and acknowledged to me that he executed the same as his free and voluntary act and deed and is the free and voluntary act and deed of said [illegible] for the uses and purposes therein set forth.

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

[illegible]

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 28th day of September, 1979, by J. E. Hooks, Attorney-in-Fact for Gulf Oil Corporation.

Witness my hand and official seal.

Catherine G. Lawson - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 19, 1982

My Commission Expires July 19, 1982

Notary Public

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

Section 2: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, Lot 2
Section 14: $W\frac{1}{2}W\frac{1}{2}$, but and except for: A tract and parcel of land bounded by the following traverse, the initial point whereof is the southeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 14; Township 32 North; Range 108 West of the Sixth Principal Meridian, and from said initial point running thence due north a distance of 700 feet to a point, and thence running due west a distance of 301 feet to a point, thence running due south 700 feet to a point on the south line of said Section 14; thence running due east along the said south line of such section 14 to the Point of beginning.

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

Section 25: $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Section 26: $SE\frac{1}{4}SE\frac{1}{4}$
Section 35: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

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

Section 31: Lot 2 (40.04), Lot 3 (40.10) Lot 4 (40.18)

Together with all accretion and riparian rights and all right, title and interest to the bed of any river or stream located on said property

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OR 1

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That George H. Allen, individually, Logan, Utah 84321
Nibley Home Park - RFD #1, 2034 South Main Street,
assignor, of , for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration to him in hand paid by Fabco Oil Company, Inc. A Kansas Corp. of P.O. Box 789, Houston, Texas 77001 hereinafter designated assignee, receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee its heirs, successors and assigns, all its right, title and interest in, of and to One Percent (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:

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

All of tracts 41A, 41B, 41C and 41D, containing 160 acres more or less, and also described as: (SW¼ SE¼ Section 23, NW¼NE¼; Section 26, NE¼NE¼; South ½ N½, NW¼ Section 25, containing 160 acres more or less.)

This overriding royalty assignment is subject to that Oil & Gas Lease dated June 13, 1975, from Ted Miller and Erma F. Miller, husband and wife, to M. N. Adelman, and that Oil and Gas Lease Dated June 10, 1975, from Doyle D. Twitchell and Isabelle L. Twitchell, husband and wife, to M. N. Adelman.

If the above lease covers less than the entire and undivided fee simple mineral estate in the lands hereinabove described, then the overriding royalty herein provided shall be reduced proportionately.

FILED
10:42 o'clock A M
Nov 26 1979
374
COUNTY CLERK
Sublette County, Wyoming

and embracing 160 acres, more or less, according to the survey thereof.

This is an OVER-RIDING royalty conveyed by assignor and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor covering said lands and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, its 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 accrued therefrom. Assignor covenants and agrees that it has lawful right to sell and convey said royalty, and that it will warrant and defend the title to the same.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers of assignor's own oil and gas, subject to proper accounting and payment to assignee, its successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of November, 1979.

Signed in presence of

George H. Allen (SEAL)

(SEAL)

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STATE OF Utah } ss
COUNTY OF Cache }

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 13th day of November, 19 79 personally appeared George H. Allen

and

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

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

My Commission Expires .... Notary Public.

State of } ss.
County of }

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

Witness my hand and official seal.

My Commission Expires: Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL) Notary Public.

My Commission expires

No. ....

FROM

TO

County

WENTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted] Blue Print
Billings, Montana

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE [illegible]

DISTRICT LAND OFFICE [illegible]

KNOW ALL MEN BY THESE PRESENTS, That Edna George
P. O. Box [illegible]
Carefree, Arizona 85377
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
R. Ronald Schnier	2451 Denison Las Vegas, NV 89121	2½

2270-9

RECORDED Page 376
IN BOOK 55 Misc
Weston County Clerk
By [illegible] Deputy
AT 9:00 A.M.
NOV 16 1979
WESTON COUNTY, WYOMING
Fee $6.00

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

Township 33 North, Range 113 West, 6th P.M.
Section 3: Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}$
Section 9: $E\frac{1}{2}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$
Section 10: $S\frac{1}{2}$, $NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$
Township 34 North, Range 113 West, 6th P.M.
Section 20: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 23: $SW\frac{1}{4}SE\frac{1}{4}$
Section 28: $NW\frac{1}{4}$, $S\frac{1}{2}$
Section 34: $NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

Containing 2,358.89 acres, more or less.

WITNESS our hands this 15th day of December, 19 79

Witnesses:

.....

.....

Edna George
Edna George

.....

STATE OF Arizona
COUNTY OF Maricopa } ss.

On the 15th day of November, 19 79, before me personally appeared Edna George, a Widow
the signor of the above instrument, who duly acknowledged to me that she executed the same.

Jean C. Vanderson
Notary Public

My commission expires:
6/5/83

Residing in Sun City, Az

376

377

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

N. Pinson
P. O. Box 1014
Salt Lake City, Utah 84110

W 67561
(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 110 W, 6th PM
Sec 5: Lots 1, 2, 3, 4, S½N½, S½
20: All
21: E½

U. S. Geological Survey reports lands in lease area are not within a known Geologic Structure on MAY 1 1979

Containing a total of 1597.24 acres	Annual Rental $ 1,598.00

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: MAY 1 1979

THE UNITED STATES OF AMERICA

By Edward W. Hines
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

APR 29 1979
(Date)

177893

RECORDED Nov 26 1979 3:20 PM
IN BOOK 55 Misc PAGE 377
FEES $12.00 Lois Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Hill Deputy

1. *Right of* [redacted] *lessee* is granted the ...ve right and privileg[redacted], mine, extract, remove, ...spose of all the oil and gas deposits, except helium gas, ...Lands leased, together with the right to construct and ...on thereupon, all works, buildings, plants, waterways ...telegraph or telephone lines, pipelines, reservoirs, tanks ...g stations, or other structures necessary to the full enjoy ...hereof, 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 ...ior, 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) ...sh 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) ...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 ...pliance 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 ...s required by law for the protection of the owners of sur...ghts. In lieu of any of the bonds described herein, the ...may file such other bond as the regulations may permit.

...operative or unit plan.—Within 30 days of demand, ...e leased land is committed to an approved unit or coop... plan and such plan is terminated prior to the expiration ...lease, within 30 days of demand made thereafter, to sub... to and to operate under such reasonable cooperative or ...an for the development and operation of the area, field, ...l 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 ...s of all parties in interest, including the United States.

...ds.—(1) To drill and produce all wells necessary to ... the leased land from drainage by wells on lands not the ...y 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 ...t of such drilling and production, with the consent of ...ior of the Geological Survey, to compensate the lessor ...each month for the estimated loss of royalty through ...on 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 ...y of the Interior, and (3) promptly after due notice in ...to drill and produce such other wells as the Secretary of ...ior may reasonably require in order that the leased ...may be properly and timely developed and produced in ...ith good operating practice.

...ntals and royalties.—(1) To pay rentals and royalties ...nts or value of production removed or sold from the ...ased lands as follows:

...To pay the lessor in advance an annual rental at ...owing rates

...s of the lands are wholly outside the known geologic struc... 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 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.

...imum 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 ...of at the expiration of each lease year, or the difference ...en the actual royalty paid during the year if less than $1 ...re, and the prescribed minimum royalty of $1 per acre. ...nd that if this lease is unitized, the minimum royalty shall ...able only on the participating acreage and rental shall be ...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 ...cts obtained from gas, due consideration being given to the ...ct 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 ...sonable, after notice and opportunity to be heard.

When paid in value, royalties on production shall be ...nd 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... in merchantable condition on the premises where produced ...at 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 ...ge beyond the last day of the calendar month next fol... the calendar month in which produced nor be responsible ...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 ...gment, 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 ...the proper office to receive payment is closed, payment shall ...ived timely if made on the next official working day.

...racts for disposal of products.—To file with the ...t 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...ed 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 ...ng Regulations.

Statements, plats and reports.—At such times and in ...rm as the lessor may prescribe, to furnish detailed state... showing the amounts and quality of all products removed ...old from the lease, the proceeds therefrom, and the amount ...or production purposes or unavoidably lost; a plat showing ...ment work and improvements on the leased lands; and a ... with respect to stockholders, investments, depreciation ...ts.

Well records.—To keep a daily drilling record, a log and ...[illegible] on all well surveys and tests in form acceptable ...or prescribed by the lessor of all wells drilled on the ...

leased lands, and an acceptable [redacted] all subsurface surveys ...tigations affecting said lands. [redacted] ...sh them, or copies thereof, to the lessor when ... 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 of 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 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.

(k) *Taxes and assessments; deed to any purchaser.*—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:

[illegible] During the [illegible] the lessee agrees as follows:

The lessee [illegible] employment [illegible] The lessee will [illegible] employment, upgrading, demotion, or transfer, [illegible] rates 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 agency 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, creed, 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 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 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 (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*, 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 hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

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

(q) *Protection of surface, natural resources and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity, (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment of the cancellation or expiration of this lease, or at any other time prior [redacted] 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) *Unavoidable casualties.* 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) *Monopolies and combinations.* 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 lessee's premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

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

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

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

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

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

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

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

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

[illegible]

3778

This lease is issued pursuant and subject, to the extent applicable, 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.

WSO 3 [redacted]
(April 1975)

OIL SHALE AREA STIPULATIONS

(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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor of
District Engineer, Geological Survey
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

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.

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

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

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

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or development 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 operated;

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

Form 9-1123 (August 1973)

Form 3106-[redacted]
(February [redacted]

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

FORM [redacted]ED
OMB NO. [redacted]99

Serial No. W-67561

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Amoco Production Company
Security Life Building
Denver, Colorado
80202

137891

1. The undersigned, as owner of 100.00 percent of record title of the above designated oil and gas lease issued effective *(date)* 5-1-79, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3106.2-3)*

State: Wyoming County: Sublette

T-27-N, R-110-W, 6th P.M.

Sec. 5: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$
20: All
21: $E\frac{1}{2}$

1597.24 acres

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100.00%

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)* 5.00%

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 June, 19 79

Panos Investment Company

by Thomas G. Panos
(Assignor's Signature)

P.O. Box 2151
(Assignor's Address)

Thomas G. Panos, General Partner

Salt Lake City, Utah 84110
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

BLM ★ GAS FORM 18
PETROLEUM INVESTMENT

3847

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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.

Executed this day of , 19

(Assignee's Signature)

REASSIGNMENT RIDER

Attached to and made a part of assignment dated June 29, 19 79.

ssignee agrees not to let said lease terminate by non-payment of rentals without first tifying Assignor in writing of its intention to do so at any time not less than thirty 0) days prior to the rental due date under said lease properly deposited into the ited States Post Office with sufficient postage, addressed to Panos Investment Co. P.O. Box 2151, Salt Lake City, Utah 84110, d in that event upon written demand by said Assignor if received by Assignee within fteen (15) days after mailing of such notice, said Assignee, its successors and assigns, ll re-assign to said Assignor said lease, or that portion thereof on which it does not hoose to pay said rentals. In the absence of any such demand, no obligation on said ssignee, its successors and assigns, to re-assign said lease shall exist. Assignee hall not be liable to Assignor for Assignee's unintentional failure to comply with the ovisions hereof.

Initialed for identification - Assignor

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

OKLAHOMA, KANSAS, NEW MEXICO, WYOMING, MONTANA, COLORADO, UTAH, NEVADA, NORTH DAKOTA, SOUTH DAKOTA

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29 day of June, 19 79, personally appeared Thomas G. Panos, General Partner of Panos Investment Company and , to 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 official 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 required as of the date of filing of this Assignment, plus the [redacted] Official Form

062 0152
Producers 88
Wyoming (U) [redacted]

OIL AN[redacted]S LEASE [redacted]

THIS AGREEMENT, made and entered into this 9th day of October, 1979, by and between BRANDT M. JENSEN, also known as Brandt Jensen, and JOSEPHINE A. JENSEN, husband and wife, Boulder, Wyoming 82923 [illegible] hereinafter called lessor (whether one or more) and JAS. O. BREENE, JR., 1700 Broadway #1210, Denver, Colorado 80290, 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, [illegible] does hereby grant, demise, lease and let exclusively unto said lessee the lands hereinafter described for the purpose of [illegible] producing oil or gas, or both, including but not as a limitation, casinghead gas [illegible] produced in a gaseous state, together with the right to construct and maintain [illegible] and structures thereon to produce, save and take care of said oil and gas, and [illegible] surface of said land any and all other rights and privileges necessary, incident to [illegible] adjoining land, for the production, saving and taking care of oil and gas and the injection of [illegible] other fluids [illegible] situated in the County of Sublette, State of Wyoming, and being described as follows, to wit:

N½S½, SW¼NW¼

177986

[illegible] Nov. 1979 [illegible] 384 [illegible] COUNTY CLERK, SUBLETTE COUNTY, PINEDALE, WYOMING [illegible]

of Section 25, Township 33 North, Range 108 West, 6th P. M., it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands [illegible] which [illegible] sections herein specified. For all purposes of this lease, said lands shall be [illegible] 200.00 [illegible].

Subject to the other provisions herein contained, this lease shall remain in force for a term of [illegible] (called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said [illegible] premises [illegible] hereinafter provided. "Drilling operations" [illegible] operations for the drilling of a new well [illegible] or other operations [illegible] effort to obtain or reestablish production of oil or gas [illegible] not more than 60 days shall elapse between the [illegible] of one well or hole and the [illegible]. If at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises [illegible] in force so long as drilling operations are continuously prosecuted, and if production of oil or gas results from any such drilling operations [illegible] in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production [illegible] this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production [illegible] and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter [illegible] from the leased premises.

The royalties to be paid by lessee are: (a) on oil, one-eighth of that produced and saved [illegible] 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 [illegible] paying the market price thereof prevailing for the field where produced on the date of purchase, and lessee may [illegible] at the well, [illegible] gas, including casinghead gas or other gaseous substance produced from said land and [illegible] manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that [illegible] 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 [illegible] from such sale. If the price of any mineral or substance upon which royalty is payable [illegible] regulated by any governmental [illegible] such mineral or substance for the purpose of computing royalty hereunder shall not be [illegible].

If no well be commenced on said land on or before [illegible] from the date hereof, this lease shall [illegible] terminate, unless lessee (or someone in his behalf) on or before such date, shall pay or tender to lessor or to lessor's credit in the First National Bank at Pinedale, Wyoming 82941 (which bank and its successors shall continue as the depository regardless of changes in the ownership of [illegible] the right to receive rentals), the sum of Two hundred and no/100 Dollars ($200.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for [illegible] months from said date. [illegible] 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 paying date, [illegible] in any post office addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to [illegible] shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor. [illegible] make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease [illegible] given lessee notice, in accordance with the terms of this lease hereinafter set forth [illegible] whether deposited in the wrong depository, paid to persons other than [illegible] amount, or otherwise, lessee shall be unconditionally obligated to pay to such lessor the rental [illegible] in the same manner as if such erroneous rental payment or deposit had been properly made [illegible] within 30 days after receipt by lessee of written notice from such lessor of such error [illegible] proper payment. The consideration first recited herein, the down payment, covers not only the [illegible] of extending that period as aforesaid, and any and all other rights [illegible].

Should the first well drilled on the above described land be a dry hole, [illegible] has not commenced on said land within 12 months from the expiration of the last rental period for [illegible] the period of time extending from the date of this lease to the first rental [illegible] this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months [illegible] provided. Upon resumption of the payment of rentals, [illegible] shall continue in force just as though there had been no interruption in the rental payments.

If a well capable of producing gas or gas and [illegible] in paying quantities [illegible] premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for [illegible] and no gas or the condensate therefrom is sold or used off the premises or for the manufacture of gasoline [illegible] a well on the leased premises producing gas in paying quantities and this lease will continue in force [illegible] whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and [illegible] but shall be under no obligation to market such products under terms, conditions or circumstances which [illegible] 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 [illegible] as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced [illegible] period, or, if this lease does not provide for any delay rental, [illegible] the sum of $50.00; provided that, if gas or gas condensate from such well is sold or [illegible] 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.

[illegible] interest in the land covered by this lease [illegible] than the entire and undivided fee simple estate therein, then [illegible] such lesser 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 [illegible] any of the covenants or conditions of this lease, either express or implied. No change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee 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 [illegible] at lessee's option in any particular case) until 90 days after lessee has been furnished [illegible] 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 [illegible] ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands [illegible] 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 or releases covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

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

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Released BK. 79 O&G Pg. 235

3 P 3

Lessee shall have the right to use, free of cost, oil, natural 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 well shall be drilled within 200 feet of any house or barn now on the leased premises without the written consent of lessee, be let, granted or leased by lessor to any other party for the purpose of [illegible] structures, tanks, pits, machines, equipment, or machinery to be used for the purposes of [illegible] operations hereunder.

Lessee shall bury below plow depth its pipe lines on cultivated premises. [illegible] Lessee shall not drill nearer than [illegible] feet to any house or barn now on said premises without the consent of the lessee and shall pay for damages to growing crops caused by its operations on said land.

Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the lessee shall have the option to purchase any interest in said land subject to this lease at any time during the primary term hereof. In the event lessor owns a less interest in the oil and gas in and under and that may be produced from said land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee simple estate therein. In the event two or more parties own the royalty interest herein reserved to lessor, whether or not such interest is derived from lessor, any royalty or rental payable hereunder shall be paid to such parties in the proportion that the acreage owned by each bears to the entire leased acreage. In the event lessor owns any interest in said land and fails to pay for lessor, any taxes assessed against the royalty interest herein reserved, lessee shall have the right at any time to pay for lessor, any such taxes assessed against the royalty interest herein reserved, and lessee shall have the right to withhold and apply to the payment thereof, all or any part of the royalties accruing to lessor hereunder. In the event of assignment hereof, in whole or in part, liability for the payment of taxes on the portion assigned shall rest wholly on the assignee. If lessor owns any interest in the oil and gas in and under the leased premises, then all royalty accruing hereunder shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee simple estate therein. All payments made by lessee for lessor may be deducted from the royalties accruing hereunder.

All express provisions and implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule or regulation. Any delay or failure in performance by lessee shall not be considered a breach of this lease when due to force majeure. The term force majeure as employed herein shall mean: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, lightning, fires, storms, floods, explosions, governmental restraints, unavailability of equipment or transportation, and any other similar or dissimilar cause beyond the reasonable control of lessee.

The terms and provisions hereof shall be binding upon the parties executing the same. References herein to lessor and lessee shall include reference to their respective successors in interest. No change or transfer of the ownership of the land or assignment or subletting of this lease or any interest therein shall be binding on lessee until it shall have been furnished with a certified copy of the instrument of transfer, assignment or sublease. Failure of any party named as lessor to execute this lease shall not relieve any other party executing the same from the obligations hereof.

Lessor hereby releases and waives all rights of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

Brandt M. Jensen

Social Security No.: [illegible]

Josephine B. Jensen

STATE OF WYOMING
COUNTY OF SUBLETTE } SS

(Individual Ways)

On this 9th day of October, 1979, before me personally appeared Brandt M. Jensen, also known as Brandt Jensen, and Josephine B. Jensen, husband and wife, 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 for his (her or their) free act and deed.

My commission expires:

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

Notary Public

STATE OF
COUNTY OF } SS

(Individual Ways)

On this day of 19, before me personally appeared 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 for his (her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS

(Corporation Ways)

On this day of 19, before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the President of, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed 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.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS

(Certificate of Recording)

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

Register of Deeds

By

Deputy

AFTER RECORDING, RETURN TO:

Form 310[redacted]
(February 1971)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1300

W 67808

LAND OFFICE USE ONLY

Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

ENERGETICS, INC.
102 Inverness Terrace East
Englewood, Colorado 80112

377937

[redacted]

The undersigned, as owner of 100 percent of record title of the above designated oil and gas lease issued effective *(date)* June 1, 1979, 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: *(If NPR-A, attach map showing exact area assigned.)*

Township 27 North, Range 111 West, 6th P.M.
Section 6: N½NE¼
Section 7: SE¼
Section 18: E½E½
Section 19: E½E½
Containing 560 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.)* 7-1/2% overriding royalty

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

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

(SEE RIDER ATTACHED)

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 June, 19 79

Houston G. Williams
(Assignor's Signature)

700 First National Bank Building
(Assignor's Address)

Casper (City) Wyoming (State) 82601 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

[redacted]

Assignment approved effective [redacted], 1979

By [redacted]
(Authorized Officer)

[redacted]
(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 1821.2.

[redacted]

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ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association X Corporation **MONTANA 065500**
4. Assignee is the sole party in interest in this assignment [illegible] *assignment must be furnished as prescribed [illegible]*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed [illegible] acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or [illegible] 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 August, 1979

ENERGETICS, INC.

ATTEST: SEAL

Assistant Secretary

(Assignee's Signature)

P. D. Maher
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)

102 Inverness Terrace East
Englewood, CO 80112

(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] 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. [illegible] assignment within ninety (90) days after date of execution.

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

4. *[illegible] royalties or payments out of production* — [illegible] statement [illegible] 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 [illegible]

6. A copy of the executed lease, out of which this assignment is made, should be made available [illegible]

SPECIFIC INSTRUCTIONS

PART I

Item 1 — Type [illegible]

PART II

A. *Certification of assignee*

3. If assignee is [illegible] partnership, with [illegible] oil and gas leases [illegible] matters, and [illegible] more than 10% interest.

If assignee is a corporation, it [illegible] statement [illegible] percentage of voting stock and percentage of all stock owned by [illegible] the United States. [illegible] a separate showing of [illegible] furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number [illegible] together with a statement [illegible]. Qualifications of assignee [illegible] (43 CFR 3102).

4. *[illegible] of interests* — Assignee must indicate whether [illegible] the sole party in interest in the assignment [illegible] interested parties. [illegible] a separate statement must be signed by each and [illegible] the nature and extent of the interest of each, the nature of [illegible] between them, [illegible] and a copy of [illegible] interested parties must furnish evidence of their [illegible] to hold such lease interests. Separate [illegible] written agreement, if any, must be filed no later than fifteen (15) days after filing assignment.

Form 3106-5 (February 1971)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of June, 19 79, personally appeared Houston G. Williams

and

to 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 (seal)

Notary Public.

RIDER

ATTACHED TO ASSIGNMENT OF
UNITED STATES OIL AND GAS LEASE
W 67808

The following is made a part of said assignment dated June 4, 1979:

1) Assignee, Energetics, Inc., by acceptance of this assignment, agrees, within eighteen (18) months from June 4, 1979, to drill a well to the Bear River and Frontier formations upon the lands covered by said lease, or upon lands contained within a drilling and spacing unit in which said lands are located.

2) Assignee further agrees that if no production is obtained upon the lands covered by said lease, or upon lands contained within a drilling and spacing unit in which said lands are located, within six (6) years from June 4, 1979, Assignee shall reassign said lease to Assignor.

3) Assignee further agrees that at any time subsequent to the drilling of said well as provided in Paragraph (1) above, Assignee desires to release said lease as to all or any part of the acreage covered thereby, Assignee will notify Assignor by registered mail at least forty-five (45) days in advance of the anniversary date of said lease, and Assignor shall have thirty (30) days after receipt of said notice within which to elect to take a reassignment of said lease as to the portion thereof desired to be relinquished, which reassignment shall be delivered by Assignee prior to the anniversary date of the lease.

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Form 3112–1
(December 1970)
(formerly 4120–3)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved
Budget Bureau No. 42-R0599

Office

Serial No.

Fill in appropriate blocks and read the directions and instructions

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 in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Please notify the undersigned of any change of address.

1. Mr. / Mrs. / Miss MONSANTO COMPANY
(First Name, Middle Initial, Last Name)
700 S. Colorado Blvd., Suite 500
(Number and Street)
Denver, Colorado 80222
(City, State, ZIP Code)

2. Land requested: State Wyoming County Sublette T. 30N , R. 109W , 6th P.Meridian

Section 23: ALL
Section 24: $N\frac{1}{2}$, $S\frac{1}{2}S\frac{1}{2}$

[illegible] 11:22 4:30 PM
[illegible] DATE 389
[illegible] CLERK
[illegible] WYOMING

Total Area 1,120.00 Acres

3. Land included in lease: State County T. : R. : Meridian

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

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

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on NOV 9 1979

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

4. Amount remitted: Filing fee $10, Rental $ 1,120.00, Total $ 1,130.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ..... Naturalized ..... Corporation or other legal entity (specify what kind): A Delaware Corporation, Corporate Qualifications filed in W-56943 and are still in full force and effect.

(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 4th day of September, 1979

MONSANTO COMPANY
(Lessee signature)

Power of Attorney in File W-56943
still in force and effect.

MONSANTO COMPANY
(Lessee signature)

Robert H. Love (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)
Chief, Oil & Gas Section

Effective date of lease DEC 1 1979

NOV 19 1979
(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.

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

[redacted] this form may be [redacted] [redacted]

INSERT ITEMS

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT [illegible]

SURFACE DISTURBANCE STIPULATIONS

Management Agency [illegible]

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

[illegible] GEOLOGICAL SURVEY
[illegible] BOX 1869
[illegible] R, WY 82901

[illegible] Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface [illegible] or otherwise affect the environment, hereinafter called "surface disturbing operation," [illegible] lessee shall be subject, as set forth in [illegible] to prior approval of such operation by the [illegible] Oil and Gas Supervisor [illegible] surface management [illegible] [illegible] protect the [illegible] environment.

[illegible] to entry upon the land [illegible] thereof for drilling or other purposes [illegible] lessee shall submit for approval [illegible] and explanation of the nature of the [illegible] and surface disturbance [illegible] Area Oil and Gas Supervisor [illegible] the appropriate [illegible]

An environmental analysis will be made by the Geological Survey in consultation with the appropriate [illegible] for the purpose of assuring [illegible] of the surface, the natural resources, [illegible] and for [illegible]

[illegible] environmental analysis, [illegible] Supervisor, [illegible] conditions [illegible] disturbing [illegible]

[illegible] the following:

[illegible] safety of [illegible]

[illegible] and areas [illegible]

[illegible] other [illegible]

No occupancy or other surface disturbance of the bed of said navigable body of water shall be made hereunder without the specific written approval in writing by the Secretary of the Army, or his authorized representative, with the concurrence of the District Engineer of the Corps of Engineers.

MONSANTO COMPANY

October 29, 1979

Robert H. Love
Attorney-in-Fact

Power of Attorney in File W-56943
and still in full force and effect

W-69191 943c

This license is issued pursuant and subject to the provisions applicable to the terms and provisions of [illegible] Organization Act ("[illegible] Act") and [illegible] Secretary of Energy pursuant [illegible]

(1) fostering of competition [illegible] but not limited to, prohibition [illegible] by certain types of joint ventures;

(2) implementation of alternative [illegible] for the award of Federal leases;

(3) establishment of [illegible] conducted on Federal leases (including [illegible] measures relating to the granting [illegible] the Secretary of the Interior [illegible] for other requirements);

(4) [illegible]

(5) specifying [illegible] acquisition and disposition [illegible] kind.

MONSANTO COMPANY

October 29, 1979
Date Signed

Robert H. Love
Attorney-in-Fact

Power of Attorney in File W-56943
and still in full force and effect

[redacted] BLANKET REL[redacted] OIL AND GAS LEASES [redacted]

Sublette County State of Wyoming

GULF OIL CORPORATION, acting through GULF OIL EXPLORATION AND PRODUCTION CO., a division of GULF OIL CORPORATION, Three Twenty Four Bldg., Oklahoma City, Oklahoma 73102, does hereby release, relinquish, and surrender the oil and gas mining leases located in the above named County and State, and described in the Schedule of Leases hereto annexed and made a part hereof insofar as they cover the land described in said Schedule of Leases.

DATED this 30th day of October, 19 79

GULF OIL CORPORATION

By J. E. HOOKS Attorney in Fact

ACKNOWLEDGMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 22nd day of November, 1979, by J. E. Hooks, Attorney-in-Fact for Gulf Oil Corporation.

Witness my hand and official seal.

Catherine G. Lawson - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 19, 1982

My Commission Expires July 19, 1982

Catherine G. Lawson Notary Public

STATE OF OKLAHOMA)
) SS New Mexico, Utah, Wyoming
COUNTY OF OKLAHOMA)

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

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

Notary Public

My commission expires _____

ACKNOWLEDGMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA)
) SS. Arkansas
COUNTY OF OKLAHOMA)

On this _____ day of _____, 19__, before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged himself to be the Attorney in Fact of GULF OIL CORPORATION, a corporation, and that he, as such Attorney in Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Attorney in Fact.

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

Notary Public

My commission expires _____

177979

[redacted] 19[redacted] M

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KF 8-33862

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Sublette County, State of Wyoming

Description

Lease No. 8-33862-00
Date 3-15-74
Lessor Andrew A. Harrower, et ux
Lessee Gulf Oil Corporation
Recorded - Book 50 **Page** 497

TOWNSHIP 33 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 6: Lot 3(40.23)
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6th P.M.
Sec. 1: Lots 2(40.02), 3(40.02), SW¼SE¼, S½NW¼, SW¼, W½SE¼
Sec. 2: Lot 2(39.97), S½NE¼, SE¼
TOWNSHIP 34 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 31: Lots 3(39.79), 4(39.73), E½SW¼, SW¼SE¼

~~**Lease No.**~~
~~**Date**~~
~~**Lessor**~~
~~**Lessee**~~
~~**Recorded - Book** **Page**~~

Lease No. 8-33995-00
Date 3-27-74
Lessor Larry Lozier, et ux
Lessee Gulf Oil Corporation
Recorded - Book 50 **Page** 502
Correction Book 51 Page 74

TOWNSHIP 32 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 10: S½NE¼, SE¼, E1/2SW¼, E2/3SE¼NW¼

Lease No. 8-33996-00
Date 3-18-74
Lessor Ira E. Sandlin, et ux
Lessee Gulf Oil Corporation
Recorded - Book 50 **Page** 542

TOWNSHIP 33 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 4: Lots 2(35.28), 3(35.20), SW¼NE¼
TOWNSHIP 33 NORTH, RANGE 106 WEST, 6th P.M.
Sec. 26: SW¼ Sec. 34: SE¼NE¼, N½SE¼, SE¼SE¼
Sec. 35: W½

Lease No. 8-33997-00
Date 3-25-74
Lessor Floyd E. Bousman, et al
Lessee Gulf Oil Corporation
Recorded - Book 50 **Page** 505

TOWNSHIP 33 NORTH, RANGE 106 WEST, 6th P.M.
Sec. 11: NW¼

Lease No. 8-34031-01
Date 3-25-74
Lessor Bousman Livestock, Inc.
Lessee Gulf Oil Corporation
Recorded - Book 51 **Page** 52

TOWNSHIP 32 NORTH, RANGE 107 WEST, 6th P.M.
Sections 20, 21, 29
TOWNSHIP 32 NORTH, RANGE 108 WEST, 6th P.M.
Sections 1, 12, 13
TOWNSHIP 32 NORTH, RANGE 107 WEST
Sec. 7
TOWNSHIP 33 NORTH, RANGE 108 WEST
Sections 20, 23, 26, 27
TOWNSHIP 33 NORTH, RANGE 107 WEST, 6th P.M.
Sec. 20: S½SE¼ Sec. 21: S½SW¼
Sec. 29: N½NE¼, NW¼NE¼, NW¼SE¼
TOWNSHIP 32 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 1: SE¼SE¼ Sec. 12: All except SE¼SE¼
Sec. 13: NW¼NW¼, NE¼ SE¼
TOWNSHIP 32 NORTH, RANGE 107 WEST, 6th P.M.
Sec. 7: Lot 1(36.40), Lot 2(36.40), Lot 4(34.00), Lot 5(38.45), Lot 6(39.07), Lot 7(39.69), NE¼SE¼, SW¼SE¼, W½SW¼
TOWNSHIP 33 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 22: SE¼SE¼ Sec. 23: SW¼
Sec. 26: W½NW¼ Sec. 27: NE¼NE¼

~~**Lease No.**~~
~~**Date**~~
~~**Lessor**~~
~~**Lessee**~~
~~**Recorded - Book** **Page**~~

~~**Lease No.**~~
~~**Date**~~
~~**Lessor**~~
~~**Lessee**~~
~~**Recorded - Book** **Page**~~

Lease No. 8-34048-01
Date 3-27-74
Lessor Robert G. Lozier, et ux
Lessee Gulf Oil Corporation
Recorded - Book 51 **Page** 50

TOWNSHIP 32 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 3: SW¼, West two thirds W½SE¼ Sec. 4: SE¼ Sec. 9: N½NE¼
Sec. 10: N½N½, West two thirds NW¼NE¼

Return To
Gulf Oil Exploration and Production Co.
Three Twenty Four Building
Oklahoma City, OK 73102

...m T- 517

...EDULE OF LEASES

...Sublette... ...County, State of Wyoming

...No. 8-34050-00
3-22-74
...Dick J. Lozier, et al
Gulf Oil Corporation
...Book 50 Page 600

Description
TOWNSHIP 32 NORTH, RANGE 108 WEST, 6th P.M.
W½E½, east one third of W½W¼, Sec. 3
NE¼NE¼, east one third of NW¼NE¼, Sec. 10
W½ Sec. 13

...No. S-34712-00
3-26-74
...Harold M. Snow, et ux
Gulf Oil Corporation
...Book 50 Page 575

TOWNSHIP 33 NORTH, RANGE 108 WEST, 6th P.M.
Sec. 10: [illegible]
Sec. 15: [illegible]
Sec. 21: [illegible]
Sec. 22: [illegible]

...Book ...Page

...Book ...Page

...Book ...Page

...Book ...Page

...Book ...Page

...Book ...Page

...Book ...Page

SCHEDULE OF LEASES
Attached to and made a part of instrument entitled:

executed by the [illegible]

062 0152
Producers 88 - Revised
Wyoming (U)

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OIL AND GAS LEASE

Released BK. 79 oil pg 235

THIS AGREEMENT, made and entered into the [illegible] day of [illegible] 19 79, by and between BRANDT H. JENSEN and [illegible] B. J[illegible], [illegible]

of Boulder, Wyoming [illegible] [illegible] (whether one or more), and JAS. O. BREENE, JR., 1700 Broadway [illegible] Denver, Colorado [illegible] hereinafter called lessee;

WITNESSETH, that lessor, for and in consideration of Ten and no/100 DOLLARS ($ 10.00) in hand paid, receipt of which is hereby [illegible] unto said lessee the lands hereinafter described for the purpose of [illegible] for and producing oil or gas, or both, including, but not as a limitation, casinghead gas [illegible] produced in a gaseous state, together with the right to construct and [illegible] equipment, and structures thereon to produce, save and take care of said oil and gas [illegible] any sands or other subsurface strata and any and all other rights and privileges necessary, incident to [illegible] for the production, saving and taking care of oil and gas and the [illegible] situated in the County of Sublette [illegible] State of Wyoming [illegible] as follows, to wit:

Township 32 North, Range 106 West of 6th P.M.
Section 32: [illegible]
Township 31 North, Range 106 West of 6th P.M.
Section 4: Lot 4, [illegible]
Section 5: Lots 1, 2, 3 and 4, [illegible]
Section 7: Lots 1 and 2, [illegible]
Section 8: [illegible]
Section 17: [illegible]
Section 18: [illegible]

of Section [illegible] Township [illegible] Range [illegible] [illegible] of lessor to lease, and lessor does hereby lease all of the lands or interests [illegible] sections herein specified. For all purposes of this lease said lands shall be [illegible] 1674.35 [illegible]

Subject to the other provisions herein contained, this lease [illegible] (called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said [illegible] as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, [illegible] to obtain or re-establish production of oil or gas [illegible] 60 days shall lapse between the [illegible] at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises [illegible] drilling operations are continuously prosecuted, and if production of oil or gas results [illegible] produced from the leased premises. If, after the expiration of the primary term [illegible] lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production [illegible] remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter [illegible]

The royalties to be paid by lessee are: (a) on oil, one-eighth of that produced and saved from [illegible] or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any [illegible] therefor prevailing for the field where produced on the date of purchase [illegible] computed at the well; (b) on [illegible] including casinghead gas or other gaseous substance, produced from said land [illegible] or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that [illegible] received by lessee [illegible] such gas computed at the mouth of the well [illegible] If the price of any [illegible] or substance upon which royalty is payable hereunder [illegible] or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may [illegible]

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate [illegible] unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor or to lessor's credit in the

First National Bank at [illegible], Wyoming [illegible]

(which bank and its successors shall continue as the depository regardless of changes in the ownership [illegible]) the sum of One thousand six hundred seventy four and [illegible]/100 DOLLARS ($ 1,674.[illegible]), 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 [illegible] 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 [illegible] to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to the [illegible] shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee [illegible] attempt to pay or deposit rental to a lessor entitled thereto under this lease [illegible] has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right [illegible] whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by [illegible], lessee shall be unconditionally obligated to pay to such lessor the rental properly payable [illegible] in the same manner as if such erroneous rental payment or deposit had been properly made [illegible] after receipt by lessee of written notice from such lessor of such error accompanied by any [illegible] The consideration first recited herein, the down payment, covers not only the privilege granted to the date when [illegible] 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 [illegible] commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid [illegible] the period of time extending from the date of this lease to the first rental date shall be considered as a rental period [illegible] 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 [illegible] 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 [illegible] pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well [illegible] is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless [illegible] producing gas in paying quantities and this lease will continue in force during all of the time or times [illegible] 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 [illegible] as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease [illegible] 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 [illegible] 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 [illegible] 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 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 [illegible] 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 [illegible] 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 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 [illegible] a part of the acreage [illegible] in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

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

[redacted] [redacted] [redacted]

Lessee shall have the right to use free of cost [illegible] for its operations hereunder, except water from wells of lessor. Lessee shall have the right at any time to remove all [illegible] and, the right [illegible] part of the surface of the leased premises [illegible], without the written consent of lessor, but [illegible] the placement of structures, tanks, pits, [illegible] equipment, or machinery [illegible] for the [illegible].

Lessee shall bury below plow depth its pipe lines [illegible] surface. No well shall be drilled nearer than 200 feet to any house or barn now [illegible] premises [illegible] to which a well is located. Lessee shall pay for damages to growing crops caused by its operations [illegible].

Lessor hereby warrants and agrees to defend the [illegible] is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be [illegible] any party claiming any interest in said land or lease [illegible] such rights as may be [illegible] thereby, but [illegible]. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or [illegible] by lessor and, subject to the terms of the holder thereof, and any such payments made by lessee for lessor may be deducted from [illegible] for the same.

All express covenants and [illegible] of this lease [illegible] laws and regulations. This lease shall not be terminated, in whole or in part, nor lessee held liable [illegible] by reason of [illegible] delay or failure in whole or part of its obligations [illegible] by reason of [illegible] equipment or material, by reason of a [illegible] or failure [illegible] failure is the result of the exercise of governmental authority, [illegible] or by any other cause reasonably beyond the control of lessee.

This lease and all [illegible] shall be binding [illegible]. Reference herein to lessor and lessee shall include reference to the [illegible] of the parties hereto. [illegible] lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights under and by virtue of the [illegible] of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, [illegible]

Brandt M. Jensen
Brandt M. Jensen
Social Security No.: 530-[illegible]

[illegible]
[illegible]
Social Security No.: [illegible]-32-[illegible]26-B

STATE OF [illegible]
COUNTY OF [illegible]

[illegible] day of [illegible], 19[illegible], before me [illegible] and Josephine [illegible], husband and wife

executed the foregoing instrument and acknowledged [illegible]

My commission expires: [illegible]

[illegible]
County and [illegible]
Sublette [illegible]
My Commission expires [illegible]

(Individual, Wyo.)

On this [illegible] day of [illegible], 19[illegible], before me [illegible] Brandt M. Jensen

[illegible] to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

[illegible]
Notary Public

STATE OF [illegible]
COUNTY OF [illegible]

On this [illegible] day of [illegible], 19[illegible], before me [illegible]

[illegible] to me personally known to be the person [illegible] described in and who executed the foregoing instrument, and acknowledged that [illegible] executed the same as [illegible] free act and deed.

My commission expires:

(Individual, Wyo.)

[illegible]
Notary Public

STATE OF [illegible]
COUNTY OF [illegible]

On this [illegible] day of [illegible], 19[illegible], before me [illegible]

[illegible] to me personally known, who, being by me duly sworn, did say that he is the [illegible] President of [illegible], 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 [illegible] acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

(Corporation, Wyo.)

[illegible]
Notary Public

STATE OF [illegible]
COUNTY OF [illegible]

This instrument was filed for record on the [illegible] day of [illegible], 19[illegible], at [illegible] o'clock [illegible] M. and recorded in Book [illegible] of Official Records, Page [illegible]

[illegible]
Register of Deeds

(Certificate of Recording)

[illegible]
Deputy

AFTER RECORDING RETURN TO [illegible]

399

BM 4212 REV 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated October 28, 1975, from Vernon M. Johnson, a single man, as Lessors, to Dick V. Welch, as Lessee, recorded in Book [illegible], Page 157, of the [illegible] Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc., et al, in so far as it covers the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE/4SE/4

containing 40.00 acres, more or less

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

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 Rainbow Resources, Inc., et al 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
Frances M. Johnson Big Piney, Wyoming 83113	FIRST NATIONAL BANK Pinedale, Wyoming 32941	$20.00
Cross Lazy Two Land and Livestock Company, Inc. Big Piney, Wyoming 83113	[illegible] BANK OF [illegible] P. O. Box [illegible] Big Piney, Wyoming 83113	$20.00

175014

Filed for record the 10th day of Nov. 1975 at 2:00 P.M.
Book 39 of Misc.
6th Page
Dorothy Bigelow
County Clerk

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 October, 1975.

ATTEST:

[illegible]
Secretary

Tax I.D. #

[illegible]

CROSS LAZY TWO LAND AND LIVESTOCK COMPANY, INC. (SEAL)

By [illegible]
Robert V. Thomson, President (SEAL)

[illegible] (SEAL)

[illegible]
Frances M. Johnson (SEAL)
SS# 520-54-9908

Great[redacted]rge Prospect [illegible] [redacted]

PRINTED BY WILKINS [redacted] INC., 511 16th ST. SUITE 222 DENVER CO 80202 [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 1 day of March, 19 79, personally appeared Frances M. Johnson

and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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.

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

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

My Commission Expires _____ Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 22 day of September, A. D. 19 79, before me personally appeared Robert L. Hunt, President & Secy. to me personally known, who, being by me duly sworn, did say that he is the President & Secy. of Cross Lazy Two Land and Livestock Company, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed 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 3 day of October, A. D. 19 79.

(SEAL) _____ Notary Public.

My Commission expires _____

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 _____ of the records of this office.

Volume _____ Page _____

County Clerk.

By _____ Deputy

When recorded return to

400

401

FORM 76-2 Rev 3-15-74

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated October 29, 1979, from Vernon M. Johnson, a single man, and Frances M. Johnson, a single woman as Lessors, to Dick V. Welch, as Lessee, recorded in Book 57 Page 169 of the Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc., et al

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

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE/4SE/4
Section 14: SW/4NE/4, NW/4NW/4, S/2NW/4, SW/4, W/2SE/4
Section 15: NE/4NE/4, SE/4
Section 22: NE/4NE/4

containing 680.00 acres, more or less

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

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 Rainbow Resources, Inc., et al subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	Depository Bank	AMOUNT
Frances M. Johnson Big Piney, Wyoming 83113	FIRST NATIONAL BANK Pinedale, Wyoming 82941	$340.00
Cross Lazy Two Land and Livestock Company, Inc. Big Piney, Wyoming 83113	STATE BANK OF BIG PINEY P. O. Box [illegible] Big Piney, Wyoming 83113	$340.00

[illegible]
Dec 12 [illegible] 79 8:00 AM
Book 401
[illegible] County
Wyoming
After Recording Return To:

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 [illegible] day of October, 1979.

ATTEST:

By Betty M. Thompson
Secretary
Tax I.D. #
83-0216657

CROSS LAZY TWO LAND AND LIVESTOCK COMPANY, INC.

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

(SEAL)

X Frances M. Johnson (SEAL)
Frances M. Johnson
SS# 520-54-9908

Grea[redacted] Barge Prospect [illegible] [redacted]

...ED BY WILKINS [redacted] NC., 611 16th ST. SUITE 222 DENVER CO. 80202 (3...

TATE OF [redacted]ming
OUNTY OF Sublette } ss.

Oklahoma, [redacted] ...ew Mexico, Wyoming, Montana, Colora... ...
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ... 1st ...

...y of October, 19 79, personally appeared Frances M. Johnson

...id

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

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

...y Commission Expires ..... Notary Public.

...ATE OF ..... } ss.
...OUNTY 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 .....

...y 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
...d voluntary act and deed for the uses and purposes 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.

...te of Wyoming } ss.
...nty of Sublette }

ACKNOWLEDGMENT (For use by Corporation)

...this .day ..... A. D. 19..79... before me personally
...eared ..... to me personally known, who, being by
duly sw...rn, did say that he is the ..... of Cross Lazy Two Land and Livestock Company,
...ic ..... and that the seal affixed to said ins...ument is the corporate seal of said corpora...
...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 8th day of NOVEMBER A. D. 19 79

...AL)

Notary Public.

Commission expires JAN. 10, 1983

FROM

TO

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

No. Acres

Term

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

of the records of this office

County Clerk.

By ..... Deputy.

When recorded return to

Mid-Continent Association W. Reassign.

601

CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 10th day of Dec. A.D. 1979 at 8:00 o'clock A M., and duly recorded in book 58 O&G Page 403 of the records of this office.

Witness my hand and seal

Register of Deeds.

Fee $4.00

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JAS. O. BREENE, JR.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor), for and in consideration of Ten Dollars ($1.00) the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Winona Oil Company
Suite 1219, 1700 Broadway
Denver, Colo. 80290 - 50%

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colo. 80202 - 50%

(hereinafter called Assignee), All of his right, title and interest in and to the oil and gas lease dated October 9, 1979 from Brandt M. Jenson, also known as Brandt Jensen, and Josephine B. Jensen, husband and wife, Boulder, Wyoming 82923, Lessor, to Jas. O. Breene, Jr., Lessee, recorded in book 58 O&G Page 384 covering the following described land in Sublette County, Wyoming:

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

Section 25: $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$

178016

Recorded 10:55 AM 12th Dec A.D. 1979
Book 403
Lois J. Yadon
Register of Deeds

of Section XXXXX, Township XXXXX, Range XXXXX, containing 200.0 acres more or less, together with the rights incident thereto and the personal property thereon, or used 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 -0-

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 renewal, 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 XXXXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXX 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 3rd day of December, 19 79.
without warranties of any kind.

JAS. O. BREENE, JR. (Seal)

(Seal)

(Seal)

STATE OF COLORADO
COUNTY OF DENVER } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of December, 19 79, personally appeared Jas. O. Broene, Jr.
1700 Broadway - #1219, Denver, Colorado 80290

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

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

My Commission Expires Nov. 7, 1983

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)

My Commission expires .....

No. .....

FROM .....

TO .....

Dated .....

No. Acres .....

..... County.

Term .....

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

..... County Clerk.

By ..... Deputy.

When recorded return to

404

405

orm 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)

me
reet
ty
ate
p Code

George Brennan, Jr.
3757 Coal Mine Rd.
Littleton, CO 80123

W 69492
(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

nds included in the lease: State: **Wyoming** County: **Sublette**

T 29 N, R 112 W, 6th Prin Mer
Sec 18: E½SE¼

U. S. Geological Survey reports lands
lease were not within a known
logic Structure on NOV 2 1 1979

ontaining a total of **80.00** acres	Annual Rental . . . . . $ **80.00**

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 reof.

ffective date of lease: DEC 1 1979

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

NOV 2 9 1979
(Date)

978017

RECORDED December 10 1979 8:00 A.M.
IN BOOK 58 Oil & Gas 405
Fee $10.00 Lowell Yake COUNTY CLERK
by Dorothy M. Lewis

...e 1. *Rights of* [redacted] lessee is granted the ...ive right a... ...rivilege to ...r, mine, extract, remove, ...dispose of a... ...e oil and gas deposits, except helium gas, ...e lands lea... , together with the right to construct and ...and thereup... all works, buildings, plants, waterways, ...telegraph ... telephone lines, pipelines, reservoirs, tanks, ...r stations, ...r other structures necessary to the full enjoy... thereof, for ... period of 10 years, and so long thereafter as ... gas is produced in paying quantities; subject to any unit ...it 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:

Bonds.—(1) To file any bond required by this lease and ...rent 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) ...nish 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) ...ish prior to beginning of drilling operations and main... ...all times thereafter as required by the lessor a bond in ...nal sum of $10,000 with approved corporate surety, or ...posit of United States bonds as surety therefor, conditioned ...ompliance with the terms of this lease, unless a bond in ...ount is already being maintained or unless such a bond ...ed 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 ...ay file such other bond as the regulations may permit.

...operative or unit plan.—Within 30 days of demand, ...he 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... ...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 ...etary 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 ...o 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 ...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 ...to drill and produce such other wells as the Secretary of ...erior may reasonably require in order that the leased ...may be properly and timely developed and produced in ...ce with good operating practice.

...ntals and royalties.—(1) To pay rentals and royalties ...ue or value of production removed or sold from the ...d lands as follows:

...—To pay the lessor in advance an annual rental at ...wing rates

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.

If the lands are wholly or partly within the known geologic structure of a producing oil or gas field

(ii) 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.

(iii) 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.

...*mum royalty.*—Commencing with the lease year begin... ...or after a discovery on the leased land, to pay the lessor ...of rental, a minimum royalty of $1 per acre or fraction ...at 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 ...in accordance with the Oil and Gas Operating Regula... ...(43 CFR Pt. 221).

...is expressly agreed that the Secretary of the Interior ...ablish reasonable minimum values for purposes of com... ...royalty on any or all oil, gas, natural gasoline, and other ...ucts obtained from gas, due consideration being given to the ...ce paid for a part or for a majority of production of ...y in the same field, to the price received by the lessee, ...et prices, and to other relevant matters and, whenever ...ssary, 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 ...n amount of production, such royalty products shall be de... ...in merchantable condition on the premises where produced ...at 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 ...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 ...ry of the Interior finds that, for the purpose of encour... ...the greatest ultimate recovery of oil or gas and in the ...of conservation of natural resources, it is necessary, in ...ment to do so in order to promote development, or be ...e lease cannot be successfully operated under the terms ...ereof.

...*ments.*—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 ...ment ...oned in the regulation 43 CFR 3102.2. If there ...well on the leased lands capable of producing oil or gas ...g 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 ...e proper office to receive payment is closed, payment shall ...ved timely if made on the next official working day.

...*ntracts for disposal of products.*—To file with the ...Gas Supervisor of the Geological Survey not later than ...after the effective date thereof any contract, or evidence ...arrangement, for the sale or disposal of oil, gas, natural ...and other products of the leased land; *Provided*, That ...in any such contract or other arrangement shall be con... ...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 ...um valuation and in accordance with the Oil and Gas ...regulations.

...*uirements, plats and reports.*—At such times and in ...m as the lessor may prescribe, to furnish detailed state... ...showing the amounts and quality of all products removed ...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 ...ent with respect to stockholders, investments, depreciation ...ts.

...*ord.*—To keep a daily drilling record, a log and ...information on all well tests and tests to determine ...or prescribed by the lessor of all wells ...

leased lands, and an accept... ...subsurface inves... ...tigations affecting said lands, ...ch 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.

(j) *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.

(k) *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.

(l) *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.

(m) *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 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.

(n) *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.

(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, or under the provisions of the act of August 7, 1947 (61 Stat. 913; 30 U.S.C. sec. 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 specially stipulated.

(r) *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 lessees; or (4) destroying, damaging or disturbing historic ... antiquities and objects of scientific interest.

total relinquishment of the can... ...piration 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.

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) *Monopolies 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 less 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 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 granted 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 exe... ...the Secretary may take into consideration ... State laws, and regulations issued thereunder relative to ... agreements among operators regulating ... 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) ...

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor
District Engineer, Geological Survey
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 (*city, state, zip code*)

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operations 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 their use will be restricted; and

(c) Manner or location of all fixed improvements such as roads, buildings, pipelines or other improvements are to be constructed.

This lease is issued pursuant and subject, to the extent applicable, 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.

Billings Blue Print
Billings, Montana

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE U8A W-55527

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS That R. Ronald Schnier
2451 Domingo
Las Vegas, NV 89121
..... 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
Exxaco Energy Corporation	P. O. Box 1[illegible] Las Vegas, NV 891[illegible]	[illegible]%

178026

RECORDED Dec. 11 1979 8:00 A M
IN BOOK 58 O+G PAGE 409
FEES $4.00 Lee J Yahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Waneta M Reese

Being in all a total of an undivided Five percent (5%)
..... overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 104 West, 6th P.M.
Section 8: All
Section 9: All
Section 10: All
Section 17: All

Containing 2,560.00 acres, more or less.

WITNESS our hands this 7th day of December, 1979
Witnesses:

.....

.....

R. Ronald Schnier

STATE OF Nevada
} ss.
COUNTY OF Clark

On the 7th day of December, 1979, before me personally appeared R. Ronald Schnier
the signor..... of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

.....

Notary Public

Residing in [illegible]

[redacted] [redacted] [redacted]

[redacted] 445640 [redacted] PHOTOS [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

THIS ASSIGNMENT made this 5th day of July, 1979 by and between Walker Bank & Trust Company, Personal Representative of the Estate of F. J. Bradshaw, Deceased, whose address is P.O. Box 30169, Salt Lake City, Utah 84142, hereinafter called "Assignor" and Barlow & Haun, Inc., whose address is 139 West Second Street, Casper, Wyoming 82601, hereinafter called "Assignee:"

WITNESSETH:

WHEREAS, Assignor has previously owned the record title interest to certain oil and gas lease(s) affecting lands in see attached County, State of Wyoming, which lease(s) are more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, and

WHEREAS, Assignor has assigned said lease(s) subject to a reservation of overriding royalty in favor of Assignor.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($ .00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the Assignor does hereby sell, convey, transfer, assign and set over unto Assignee, its successors and assigns, an overriding royalty in the amount of see attached of all the oil and gas and other hydrocarbon substances in place and which may be produced, saved and marketed from the lease(s) and lands described in Exhibit "A," free and clear of all costs or expense to Assignee.

If the working interest previously owned by Assignor in said lease(s) covered less than the full and undivided mineral interest in the lands covered thereby (Lessor's royalty excluded), then the overriding royalty assigned hereby shall be reduced in proportion to the ratio that the interest previously owned bears to the full and undivided mineral interest in the lands described.

This Assignment is made subject to the condition that the obligation to pay any overriding royalties created or transferred 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.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representatives 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.

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

ASSIGNOR:

By _____
Richard R. Munroe, Trust Officer
Walker Bank & Trust Company
Personal Representative of the Estate
of F. J. Bradshaw, Deceased

RECORDED Nov. 5 1979 AT 10:37 O'CLOCK AM
INSTRUMENT NO. 276704
JOHN L. TOBIN [illegible] COUNTY CLERK

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 2nd day of [illegible], 1979, before me personally appeared RICHARD R. MUNROE, Trust Officer, to me known to be the person described in and who executed the foregoing instrument as his free act and deed.

178041

My Commission Expires:

[illegible]

NOTARY PUBLIC

RECORDED December 13 1979 1:15 P M
IN BOOK C 4 8 PAGE 116
[illegible] COUNTY CLERK

(Retained Owner/Agt) 1525

00410

526

00411

EXHIBIT "A"

SCHEDULE OF LEASES
TO ASSIGNMENT OF OVERRIDING ROYALTY

Attached to and made a part of that certain Assignment dated July 5, 1979 by and between F.J. Bradshaw Dec'd and Barlow & Haun, Inc.

LEASE NO.	LESSOR	LESSEE	EFFECTIVE DATE	DESCRIPTION	TOTAL ACRES	ORR BRADSHAW ASSIGNING TO
USA W-25935	Bureau of Land Management	F.J. Bradshaw	11-1-70	T. 36 N., R. 63 W. Niobrara Cnty. Sec. 6: SE¼	160.00	1½% of 100%
USA W-29297	Bureau of Land Management	F.J. Bradshaw	7-1-71	T. 25 N., R. 95 W. Sweetwater Cnty. Sec. 10: S½S½ Sec. 12: SW¼	320.00	1½% of 100%
USA W-30152	Bureau of Land Management	F.J. Bradshaw	1-1-71	T. 35 N., R. 109 W. Sublette Cnty. Sec. 14: E½SW¼ Sec. 15: Lot 5 Sec. 20: S½SW¼ Sec. 23: W½E½, SE¼SE¼ Sec. 25: W½SW¼	479.84	1½% of 100%
USA W-32500	Bureau of Land Management	F.J. Bradshaw	1-1-72	T. 22 N., 117W. Lincoln Cnty. Sec. 3: Lots 5,6,7,8, S½N½, S½ Sec. 4: Lots 5,6,7, S½N½, S½ Sec. 8: All Sec. 9: All	2515.98	1½% of 100%
USA W-31210	Bureau of Land Management	F.J. Bradshaw	7-1-72	T. 43 N., R. 68 W. Weston Cnty. Sec. 1: SW¼ Sec 14: SW¼	320.00	1½% of 100%
USA W-34183	Bureau of Land Management	F.J. Bradshaw	12-1-73	T. 43 N., R. 66 W. Weston Cnty. Sec. 15: NW¼NE¼	40.00	1½% of 100%
USA W-34484	Bureau of Land Management	F.J. Bradshaw	12-1-73	T. 43 N., R. 68 W. Weston Cnty. Sec. 1: SW¼NW¼	40.00	1½% of 100%
USA W-35316	Bureau of Land Management	F.J. Bradshaw	7-1-72	T. 48 N., R. 93 W. Washakie Cnty. Sec. 15: NE¼SE¼	40.00	1½% of 100%
USA W-37882	Bureau of Land Management	F.J. Bradshaw	2-1-73	T. 47 N., R. 67 W. Weston Cnty. Sec. 35: S½SW¼, SE¼	240.00	1½% of 100%

EXHIBIT "A"

SCHEDULE OF LEASES
TO ASSIGNMENT OF OVERRIDING ROYALTY

Attached to and made a part of that certain Assignment dated July 5, 1979 by and between F.J. Bradshaw Dec'd and Barlow & Haun, Inc.

LEASE NO.	LESSOR	LESSEE	EFFECTIVE DATE	DESCRIPTION	TOTAL ACRES	ORR BRADSHAW ASSIGNING TO Be[illegible]
USA W-39191	Bureau of Land Management	F.J. Bradshaw	5-1-73	T. 39 N., R. 77 W. Natrona Cnty. Sec. 18: $NW\frac{1}{4}NE\frac{1}{4}$	40.00	1¼% of 100%
USA W-39603	Bureau of Land Management	F.J. Bradshaw	6-1-73	T. 38 N., R. 81 W. Natrona Cnty. Sec. 9: $N\frac{1}{2}SW\frac{1}{4}$	80.00	1¼% of 100%
USA W-40432	Bureau of Land Management	F.J. Bradshaw	8-1-73	T. 31 N., R. 84 W. Natrona Cnty. Sec. 4: $N\frac{1}{2}SW\frac{1}{4}$	80.00	1¼% of 100%
USA W-41080	Bureau of Land Management	F.J. Bradshaw	4-1-74	T. 48 N., R. 67 W. Weston Cnty. Sec. 6: Lots 6,7,$E\frac{1}{2}SW\frac{1}{4}$,$SE\frac{1}{4}$ Sec. 7: Lots 1,2,3,4,$W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$,$NE\frac{1}{4}SW\frac{1}{4}$	651.18	1¼% of 100%
[redacted] W-45239-A	Bureau of Land Management	F.J. Bradshaw	6-1-74	T. 40 N., R. 110 W. Sublette & Teton Cnty. Sec. 9: All	640.00	1¼% of 100%
USA W-45245	Bureau of Land Management	F.J. Bradshaw	8-1-74	T. 41 N., R. 110 W. Teton Cnty. Sec. 28: All	640.00	1¼% of 100%
USA W-45248	Bureau of Land Management	F.J. Bradshaw	6-1-74	T. 43 N., R. 111 W. Teton Cnty. Sec. 9: $NE\frac{1}{4}$,$SW\frac{1}{4}$	320.00	1¼% of 100%
USA W-52354	Bureau of Land Management	F.J. Bradshaw	7-1-78	T. 37 N., R. 109 W. Sublette Cnty. Sec. 16: $SW\frac{1}{4}NW\frac{1}{4}$,$W\frac{1}{2}SW\frac{1}{4}$ Sec. 17: $S\frac{1}{2}N\frac{1}{2}$ Sec. 18: $E\frac{1}{2}SW\frac{1}{4}$ Sec. 19: Lots 1,2,3,4 Sec. 21: $NW\frac{1}{4}NW\frac{1}{4}$ Sec. 27: $SE\frac{1}{4}$	664.77	1¼% of 100%
[redacted] W-55556	Bureau of Land Management	F.J. Bradshaw	8-1-76	T. 46 N., R. 99 W. Hot Springs Sec. 1: $SW\frac{1}{4}SE\frac{1}{4}$ Sec 34: All	680.00	1¼% of 100%

00412

52[illegible]

528

EXHIBIT "A"

SCHEDULE OF LEASES
TO ASSIGNMENT OF OVERRIDING ROYALTY

Attached to and made a part of that certain Assignment dated July 5, 1979 by and between F.J. Bradshaw Dec'd and Barlow & Haun, Inc.

LEASE NO.	LESSOR	LESSEE	EFFECTIVE DATE	DESCRIPTION	TOTAL ACRES	ORR BRADSHAW ASSIGNING TO
USA W-55125	Bureau of Land Management	F.J. Bradshaw	7-1-76	T. 27 N., R. 91 W. Fremont Cnty. Sec. 4: S½NW¼, SW¼ Sec. 5: Lot 5, S½N½, N½SW¼, SE¼SW¼, SE¼ Sec. 6: Lots 1,2,3,4,5,6,7, S½N½, SE¼NW¼, E½SW¼, SE¼	1272.92	1% of 100%
USA W-40439	Bureau of Land Management	F.J.Bradshaw	8-1-78	T. 33N., R. 87W, Natrona Cty Sec. 4: Lots 9,10,11,12, SW¼ SE¼ Sec. 9: N½NE¼ Sec.10: W½, SE¼ Sec.13: SW¼NW¼, N½SW¼, SE¼SW¼, E½SE¼ Sec.15: NW¼NE¼, ND¼NW¼	1090.70	1¼% of 100%
USA W-30888	Bureau of Land Management	F.J.Bradshaw	10-1-71	T. 13N., R. 94W., Sweetwater Cnty Sec.19: NW¼NE¼ Sec.31: NE¼NW¼	80.00	1¼% of 100
USA W-37865	Bureau of Land Management	F.J.Bradshaw	2-1-78	T. 36N., R.63W., Niobrara Cty Sec. 32: E½NE¼, SE¼ Sec. 33: W½NW¼	320.00	1¼% of 100%
USA W-37865A	Bureau of Land Management	F.J.Bradshaw	2-1-78	T.36N., R.63W., Niobrara Cty Sec. 30: E½E½	160.00	1¼% of 100%
USA W-58983	Bureau of Land Management	F.J.Bradshaw	6-1-77	T. 36N., R. 89W., Fremont Cty Natrona Cty Sec. 20: NW¼NW¼ Sec. 34: NW¼	40.00 160.00	1¼% of 100%

00413

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. J. Robbins, 208 Petroleum Building, Casper, Wyoming 82601 (Assignor) for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

R. W. Robbins, Trustee
208 Petroleum Building
Casper, Wyoming 82601

(Assignee), Assignor's interest in an overriding royalty interest of an undivided three-fourths (3/4) of one percent (1%) of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases or any extension or renewal thereof to wit:

Oil and Gas Lease, dated January 1, 1[illegible], from the United States of America, as Lessor, to Pauline [illegible] Sources, as Lessee, bearing Serial Number [illegible], insofar as said lease covers and affects the following described lands in Natrona County, Wyoming.

Township 27 North, Range [illegible]
Section 23: S/2SE/4
Section 24: SW/4SW/4, S/2 [illegible]

178097

[illegible] 19[illegible] [illegible]M
[illegible] Page 414
[illegible] COUNTY CLERK
[illegible] CASPER, WYOMING

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. The interest assigned shall be subject to the provisions of the above leases (or extensions or renewals), and any pooling, communitization and/or unitization agreements to which the above lease is subject.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 2nd day of April, 1979.

R. W. Robbins

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R. W. Robbins, this 2nd day of April, 1979.

Witness my hand and official seal.

Notary Public

My Commission Expires:

May 23 1982

KATHLEEN K. AHERN
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires, May 23, 1982

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. W. Robbins, 208 Petroleum Building, Casper, Wyoming 82601 (Assignor) for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

R. W. Robbins, Trustee
208 Petroleum Building
Casper, Wyoming 82601

(Assignee), Assignor's interest in an overriding royalty interest of an undivided two percent (2%) of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases or any extension or renewal thereof to wit:

Oil and Gas Lease, dated April 1, 19[illegible], from The United States of America, as Lessor, to [illegible], bearing Serial Number [illegible], covering the following lands in [illegible] County, Wyoming:

Township 27 North, Range 71 West, 6th P.M.
Section 23: NE/4, N/2SE/4

178698

[illegible]

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. The interest assigned shall be subject to the provisions of the above leases (or extensions or renewals), and any pooling, communitization and/or unitization agreements to which the above lease is subject.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this ____ day of _____, 1978.

R. W. Robbins

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R. W. Robbins, this 24 day of March, 1978.

Witness my hand and official seal.

Notary Public

My Commission expires:

May 23, 1982

KATHLEEN K. AHERN
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires, May 23, 1982

RIGHT O[redacted] AND EASEMENT

STATE OF [redacted]NG

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 [illegible] 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 [illegible] but not limited to, valves, metering equipment, and cathodic equipment, and in connection therewith, a road (said pipeline [illegible] 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 hereto[illegible] or 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, [illegible] 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, [illegible] part, 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 [illegible] its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, [illegible] 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 or [illegible] thereon, shall execute and record a document to evidence and release [illegible] whereupon this right of way and easement and all [illegible] 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 [illegible] or subsurface rights, or endanger 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 normal [illegible] bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops, [illegible] caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is [illegible] that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either [illegible] 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 a third [illegible] 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 on 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	3. & M.
Tract 44;	23	28 North	113 West, 6th P.M.	

178168

RECORDED Oct. 6 1977 8:20 A.M.
BOOK 58 of M PAGE 418
Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Nedra Beverly Deputy

REGISTER NO. 61119

WITNESS THE EXECUTION HEREOF THIS [illegible] DAY OF [illegible] 19[illegible] A.D.

by Walter C. Yose, President, Yose Cattle Co. and Maurine W. Yose, Secretary

Witness to Signature(s)

YOSE CATTLE COMPANY

By: Walter C. Yose
Walter C. Yose, Jr., President

Attest: Maurine W. Yose
Maurine W. Yose, Secretary

Project Name: Big Piney G.S. Pelco-Hills #2-23
16665 Dwg. No. 8A761.0-22-1
79739 Grant No.

00419

STATE OF WYOMING

COUNTY OF SUBLETTE

On this 10th day of December, 1979, before me appeared Walter C. Yose, Jr. and Maurine W. Yose to me personally known, who being by me duly sworn, did say that he is the President of Yose Cattle Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

JoAnn Mahoney
Notary Public in and for

County, State of

My Commission expires:

JO ANN MAHONEY - Notary Public
County of Sublette — State of Wyoming
My Commission Expires 27 Sept. 1980

REGISTER NO. 1119

[redacted] [redacted]

RECORDED Dec 1st 1975 1:00 P M
BOOK 53 of Misc PAGE 420
FEE $ 4.00 Sublette County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Lewis

178121

CORRECTED
ASSIGNMENT OF
LEASE OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS THAT:

THE UNDERSIGNED, C F BRAUN & CO , as to an undivided fifty percent, DYCO PETROLEUM CORPORATION, as to an undivided twenty-five percent, and PETROLEUM, INC. and PETROCAP LTD., as to an undivided twenty-five percent in Lots 13 and 18 Section 8-28N-114W, and PETROLEUM, INC., as to an undivided twenty-five percent in the remaining lands assigned hereunder, hereinafter called Assignor, for and in consideration of One Dollar ($1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto EXXON CORPORATION, hereinafter called Assignee, an undivided fifty percent (50%) of all of the operating rights from the surface of the ground down to a depth of 8,010 feet beneath the surface in the following-described Federal Oil and Gas Lease:

Federal Oil and Gas Lease Serial Number W-0311662 dated October 1, 1964, 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 8: Lots 2 thru 20

Containing 677.75 acres, more or less

together with the undivided interest in the Fogarty Creek Unit Well Number 1-8, well equipment, fixtures and personal property appurtaining thereto, as to formations from the surface of the ground down to a depth of 8,010 feet, obtained by multiplying the operating rights interest assigned hereby (50%) by a fraction having as its numerator the number of surface acres in the lands described above lying within the Participating Area B (Lots 11-14, 17-20) and as its denominator the total number of surface acres in Participating Area B for the Frontier Formation, Fogarty Creek Unit, Sublette County, Wyoming, being 50% of 319.76/1523.19 acres.

This Assignment of Lease Operating Rights is subject to the following terms and conditions:

1. Assignee has accepted this Assignment of Lease Operating Rights as to the depth limitation described herein in lieu of the 1/16th of 8/8ths overriding royalty interest reserved by Assignee in the certain Assignment of Lease Operating Rights dated January 27, 1975, recorded in Book 53, Page 492, from Assignee to Assignor, which overriding royalty interest is converted to an operating rights interest in the lands and depth specified herein by reason of payout of the Fogarty Creek Unit Well Number 1-8 on the effective dates of this instrument.

2. This Assignment of Lease Operating Rights is made without warranty of title, either express or implied. This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

This corrected Assignment of Lease Operating Rights is corrected to add PETROCAP LTD. as one of the Assignors. All other provisions of the original assignment dated December 15, 1978, recorded in Book _____ at Page _____ of the Sublette County records, remain the same.

EXECUTED this 12th day of September, 1979, effective as of March 1, 1977 for C F BRAUN & CO and DYCO PETROLEUM CORPORATION and as of April 1, 1977 for PETROLEUM, INC. and PETROCAP LTD., at 7:00 a.m.

C F BRAUN & CO

BY: _____
Attorney in Fact

ATTEST:

DYCO PETROLEUM CORPORATION

BY: _____
Carroll T. Rouse, Vice President

PETROLEUM, INC.

BY: _____
Darryl Emmert, Attorney in Fact

PETROCAP LTD., by Petroleum, Inc., its Managing Partner

BY: _____
Robert D. Cowdery, Attorney in Fact

STATE OF [redacted]

COUNTY OF LOS ANGELES } ss.

ON November 5, 1979

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.
CITY AND COUNTY OF DENVER)

On this 12th day of September, 1979, before me, a Notary Public, personally appeared Carroll T. Rouse, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of Dyco Petroleum Corporation, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires: 12/21/82

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

The foregoing instrument was acknowledged before me this 12th day of September, 1979, by DARRYL EMMERT, Attorney in Fact for PETROLEUM, INC.

WITNESS my hand and official seal.

NOTARY PUBLIC

Notary Public

My commission expires: 5/23/82

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

The foregoing instrument was acknowledged before me this 13th day of September, 1979, by Robert D. Cowdery, Attorney in Fact for PETROLEUM, INC. Managing Partner of PETROCAP LTD.

WITNESS my hand and official seal.

My commission expires: [illegible]

00423

ASSIGNMENT OF PREFERENTIAL RIGHT TO LEASE

WHEREAS, the Wyoming State Highway Department, Assignor, is the owner of a right of way granted by the United States of America, Number 026148 over and across the following described lands in Sublette County, Wyoming:

Township 30 North, Range 110 West, 6th P.M.
Section 17: N/2SW/4, SE/4SW/4, S/2SE/4
Section 18: Lots 2, 3, SE/4NW/4, S/2NE/4, NE/4SE/4

and, WHEREAS, NORTHWEST EXPLORATION COMPANY, One Park Central, Suite 1487, Denver, Colorado 80202

Assignee, is/~~are~~ the owner~~s~~ of Oil and Gas Lease W-60127 dated September 1, 19 77, covering the above described lands; and

WHEREAS, Federal Oil and Gas Leases issued under the Mineral Leasing Act of 1920 are subject to prior and valid rights of way and the Right of Way Leasing Act of 1930 provides that such a right of way owner has a preferential right to obtain an oil and gas lease covering the lands included in and under its right of way; and

WHEREAS, the Wyoming State Highway Department hereby desires to assign, transfer and convey to NORTHWEST EXPLORATION COMPANY

its preferential right to apply for such an oil and gas lease under its right of way for a term coterminous with the above described lease, which Assignment shall remain in full force and effect so long as said lease, or any extension or renewal thereof, remains in full force and effect:

NOW, THEREFORE, for and in consideration of Twenty Dolla... ... other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the Wyoming State Highway Department does hereby assign transfer and convey unto NORTHWEST EXPLORATION COMPANY

any and all rights it has acquired to apply for and receive an oil and gas lease under the terms of the Right of Way Leasing Act of 1930, which they have acquired by virtue of their ownership of the right of way set forth above.

By acceptance of this assignment, the assignees hereby agree not to impair, disturb, restrict, subordinate, use, damage or destroy, directly or indirectly, in any manner the rights or surface estate of the Wyoming State Highway

178497

REC... Dec 17 ... 1977 8:10 M
... 58 Acres
... 6.00 Fees ... Clerk

Department in and to the above described right of way.

DATED this 7th day of November, 19 79.

Assignor:
WYOMING STATE HIGHWAY DEPARTMENT

By: Leno Menghini
Superintendent & Chief Engineer

ATTEST:

Betty R. Burnett
Assistant Secretary

Assignee:
NORTHWEST EXPLORATION COMPANY

By: D. J. Eckelberg
D. J. Eckelberg
Vice President, Exploration

ACKNOWLEDGEMENT

THE STATE OF WYOMING)
(ss:
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 28th day of November, 19 79, by Leno Menghini, Superintendent & Chief Engineer

Witness my hand and official seal.

My commission expires Jan. 23, 1980.

Notary Public

ACKNOWLEDGEMENT

THE STATE OF COLORADO)
CITY AND (ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of November, 19 79, by D. J. ECKELBERG as Vice President, Exploration of Northwest Exploration Company.

Witness my hand and official seal.

My commission expires
August 11, 1980

Vera C. Davis
Notary Public

[redacted] [redacted] [redacted]

No. 950C.
FORM A8 UNIT—WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 17th day of [illegible], 19[illegible], by and between Robert Nicholas [illegible], Sr., also known as [illegible], Wife, [illegible], of [illegible], party of the first part, hereinafter called lessor (whether one or more) and John J. Christian, party of the second part, lessee.

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

Section 4: [illegible]
Section 1: [illegible]
Township 21 North, Range 112 [illegible]

[illegible] of Deeds 192 [illegible] 425

[illegible] of Deeds

178758

[illegible] of Deeds

[illegible] acres, more or less.

TO HAVE AND TO HOLD the same subject to the other provisions herein contained for [illegible] 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 from said land by lessee or [illegible] longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease to 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 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 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 pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one dollar per year per gas well where gas only is found, and where not used or sold shall pay [illegible] Dollars per year for each gas well while the same remains shut in and while royalty is so paid such well shall be held to be a producing well. The lessee shall have gas free of cost from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making its own connections with said well at the lessee's sole risk and expense.

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

4. If operations for the drilling of a well for oil or gas shall not be commenced on the premises on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall on or before one year from this date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney, Wyoming, Bank at Big Piney, Wyoming, or its successor or successors, which bank and its successors are agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Two hundred fifty and no/100 ($250.00) Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration hereinbefore recited, the down payment, covers not only the privileges granted to the date when said rental is first payable as aforesaid, but also the privilege of deferring the commencement of operations for a well during that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made in currency, or by check of lessee or any assignee hereof, 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 part or parts 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 released acreage, or interest. Should any one or more of the parties above named as lessor fail to execute this lease, or a counterpart hereof, within the time first above mentioned, nevertheless it shall be binding upon all such parties who do execute it as lessor. The word "lessor" as used in this lease shall mean any one or more or all of the parties named as lessor whether or not all execute this lease or a counterpart hereof. All the provisions of this lease shall inure to the benefit of and be binding upon the respective heirs, devisees, executors and administrators of the above named lessor and lessee.

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 on the land within one year from the date of the completion of such dry hole, or before the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided, on or before the next ensuing rental paying date. The preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for lessee's operations thereon, except water from wells of lessor.

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

No well shall be drilled nearer than 200 feet to the house or barn now on said land without the 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 machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to pull and remove casing.

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

9. If the estate of either party hereto is assigned (and the privilege of assigning shall be free and unrestricted as to any assignee, or sublessee, whether expressly so stated or not), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in the ownership of the land, rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations, with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be divided by sale, devise, or otherwise, or the rentals or royalties payable hereunder be assigned as to a part or parts of the above described lands, the lease nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be 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 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 rentals due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of the land with respect to which there is no default. Any assignee hereof shall make the payments of said rentals.

11. If at any time there be as many as six parties entitled to receive royalties hereunder, lessee may withhold payment thereof unless and until all parties designated in writing by a recorded instrument to receive such royalties execute all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties, and furnish lessee with certified copies of recorded instruments evidencing such designation.

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 the lease or leases out of which it may actually have been produced, and royalties hereunder shall be paid to lessor on the basis of production only as so allocated. Lessee shall furnish lessor a true copy of any cooperative or unit plan of development or operation entered into by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the preservation of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations injecting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to [illegible] or to the credit of lessor in the depository bank above mentioned.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date, or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for the drilling of 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 oil or gas is produced therefrom.

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

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or such 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.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Robert Nicholas

[illegible]

425

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 the 14th day of December, 1979, personally appeared [illegible] Middleton Miller, Jr.

and [illegible], to me known to be the identical person described in and who executed 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 September 1, 1981

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

Acres

County,

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

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

No. 950C.
FORM 88 UNIT—WYO.-COLO.

MINTZEL OIL PRINT CO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this [illegible] day of August, 19[illegible], by and between Kathleen [illegible]

[illegible], party of the first part, hereinafter called lessor (whether one or more)

and John J. Carl[illegible], party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of [illegible] Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements hereinafter contained, hereby grants, leases and lets exclusively unto lessee for the purpose of [illegible] 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 [illegible] County, State of Wyoming, to-wit:

Section 4: [illegible]
Section 5: [illegible]
Township 2 North, [illegible]

Book 158 Page 421
[illegible]

T78160

1. TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) unto lessee for a term of 10 years from this date (called "primary term") and as long thereafter as oil or gas or either of them, is produced from said land by lessee or as long thereafter as the lessee in good faith shall conduct drilling operations thereon and shall not cease for more than sixty consecutive days, and if such operations result in the production of oil or gas or casinghead gas, shall be produced from said land by lessee, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced from said land by lessee.

In consideration of the premises it is covenanted and agreed as follows:

1. The lessee shall deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises or at the lessee's option may pay to lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of gas from each well where gas only is found, and where not used or sold shall pay thirty dollars per year for each gas well while the same remains shut in, and while such royalty is so paid such well shall be held to be a producing well. The lessee to have gas free of charge from any gas well on said land 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 risk and expense of lessee.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, of the gas so used.

4. If operations for the drilling of a well for oil or gas are not commenced on said premises on or before one year from this date, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said period shall pay or tender to the lessor or for the lessor's credit in State Bank of [illegible] at [illegible], 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 Two [illegible] Dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for one year from said date. In like manner and upon like payments or tenders the commencement of wells 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 further privileges during the primary term hereof as aforesaid, and any and all other rights conferred. All payments or tenders may be made in currency, or by check or draft of lessee 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 to thereby surrender this lease as to such portion or portions and be relieved of all obligations thereafter accruing as to the surrendered portion or portions. Neither the down payment nor any rental nor any other payment provided for in this lease shall be apportioned as to any part of the land covered hereby, and in the event this lease is assigned as to a part only of said land, then the royalties and rentals payable hereunder shall be reduced in the proportion that the acreage so assigned bears to the entire leased acreage, and the obligation to pay or tender rentals hereunder shall be divided between the several leasehold owners ratably on an acreage basis. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals hereunder may be made to the credit of the deceased lessor or successor in interest until after the qualification of a personal representative or administrator of the estate of such deceased persons. The heirs, devisees, executors and administrators of such persons shall be bound by the provisions of this lease.

5. If at any time prior to the discovery of oil or gas on this land during the term hereof, and after the expiration of the primary term hereof, lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided lessee commences additional drilling operations within sixty days from the date of completion of said dry hole, or holes, or if during the primary term hereof and prior to the discovery of oil or gas on this land lessee shall drill a dry hole, or holes, on this land, or on acreage pooled therewith, this lease shall not terminate if lessee commences additional drilling operations within sixty days from the expiration of the primary term or from the date of completion of said dry hole, or holes, or if production of oil or gas is discovered on this land or on acreage pooled therewith during the primary term or before the next rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided, on or before the next rental paying date. For purposes hereof the commencement of drilling operations shall be construed to mean the actual beginning of the drilling of a new well and the deepening of a well being drilled or tested prior to the expiration of the primary term hereof shall be considered as the drilling of a new well. The provisions of paragraphs hereof governing the payment of rentals and the manner and effect thereof shall apply to each and every such dry hole.

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

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from wells of lessor. When requested by lessor, lessee shall bury its pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the 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 machinery, fixtures, houses, buildings and other improvements placed by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, or shall have completed a dry hole within any such term, and shall thereafter commence operations for the drilling of a new well within sixty days after the completion of the last dry hole or after the abandonment of the last well drilled, 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 such well, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years 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 or assigns, but no change or division in the ownership of the land, rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished the original or certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations, as to acreage assigned, from and after the date of assignment.

10. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises hereunder shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety, and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent 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 parts of the above described lands, and the failure of performance by the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from or payable by such part or owner, 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 owner or owners thereof shall make due payment of said rentals.

11. If at any time there be as many as six parties or more entitled to receive royalties hereunder, lessee may withhold payment thereof unless and until all parties designated in writing to lessee as entitled to receive same execute and deliver to lessee a proper recordable instrument or instruments naming one bank as agent to receive such royalties for such parties, and thereafter lessee may make such royalty payments due hereunder and to execute division and transfer orders on behalf of said parties or any of them.

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, expressed as minimum acreage to be assigned to a well for the purpose of drilling or operating thereon, or to be pooled therewith, or otherwise, 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 and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the right is hereby granted to lessee to pool or combine the leased premises and the royalties payable hereunder, or any part thereof, with any other lands in the same general area so as to create a unit of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises or any part thereof with other premises in the same general area by entering into a pooling agreement or arrangement, and to execute in connection therewith pooling declarations or other instruments necessary to the operation of such pooled unit. The creation of a unit by pooling as to any stratum or strata shall not prevent the creation of other units by pooling as to the same or other strata, and this right may be exercised repeatedly during the primary term and thereafter. Operations conducted and production had from any unit which includes all or a part of the land covered by this lease shall have the same effect upon the terms of this lease as if a well were being conducted thereon or production had therefrom, whether the well or wells be located on land covered by this lease or not. In lieu of royalties elsewhere herein specified, lessee shall pay on production from any unit such proportion of the royalty stipulated herein as the amount of acreage of the leased premises included in the unit bears to the total acreage in the unit, but only to the extent such proportion of unit production is sold by lessee. Pooling in one or more units shall not exhaust the rights of lessee hereunder to pool this lease or portions thereof into other units. Lessee shall have the right to unitize, pool or combine all or any part of the above described lands for the purpose of repressuring and recycling operations, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied or assessed on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to [illegible]

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced thereon or on acreage pooled therewith within sixty days thereafter, 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 the drilling of a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, this lease shall remain in force as long as production continues.

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

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or such failure is the result of inability 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 through no fault of lessee.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

20. With respect to and for the purpose of this lease lessor, in each of the [illegible] hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

[illegible]

427

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STATE OF Wyoming, Oklahoma }
COUNTY OF Casper } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this [illegible] day of December, 19 76, personally appeared [illegible]

and

, to 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 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 4/26/80

Notary Public.

LYNDA SIRIANNI
Notary Public, Dallas County, Texas
My Commission Expires 4/26/80

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. 9, before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated 19

No. Acres

County

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

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

INTZEL BLUE PRINT CO.

No. 950C.
FORM AB UNIT—WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 12th day of [illegible], by and between Priscilla Kyser Guardianship of Patricia Mildred Miller, [illegible] Miller

[illegible] party of the first part, hereinafter called lessor (whether one or more)

and John J. Christman, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of [illegible] Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein [illegible] the covenants of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of [illegible] and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines [illegible] and own said products, and housing its employees, the following described land [illegible] County, State of Wyoming, to-wit:

Section 4: [illegible]
Section 5: [illegible]
Township 21 North, [illegible] 112 West

[illegible] acres, more or less.

TO HAVE AND TO HOLD the same for the term of [illegible] as stated [illegible] (called "primary term") and as long thereafter as oil or gas or either of them, is produced [illegible] thereafter as the lessee in good faith shall conduct drilling operations thereon and the production resulting from such operations, [illegible] in full force and effect as long as oil or gas or casinghead gas, shall be produced thereon.

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, [illegible] lessee may connect its wells, the equal one eighth (⅛) part of all oil produced and saved from the leased premises, or [illegible] one eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where the oil is [illegible] pipe line, or into storage tanks.

2. The lessee shall pay lessor as royalty one eighth (⅛) of the proceeds [illegible] or gas from wells where gas only is found, and where not used such payment shall be [illegible] such royalty is so paid such well shall be held to be a producing well. The lessee may use gas free of cost from any gas well on the [illegible] lights in the principal dwelling house on said land by making its own connections with the well, the use of said gas [illegible] risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises [illegible] gasoline or any other product a royalty of one-fifth (⅕) of the market value, at the mouth of the well, payable [illegible] lease shall terminate as to both parties, unless the lessee shall, on or before one [illegible] to the State Bank of the Plains, [illegible] Kansas, or its successor or successors, which bank and its successors are lessor's agents and [illegible] as the depository regardless of changes in the ownership of the land, the sum of [illegible] Dollars which shall operate as a rental and cover the privilege of deferring the commencement [illegible] drilling of a well or [illegible] said date. In like manner and upon like payments or tenders the commencement of operations for [illegible] periods successively during the primary term of this lease. And it is understood and agreed that the [illegible] herein, the down privileges granted [illegible] date when said rental is payable as provided, but also the [illegible] that period as rights conferred. All payments or tenders may be made [illegible] said, and any and all other lessee may at any time execute and deliver to lessor or place of record a [illegible] above the rental paying date. lessee may at any time execute and deliver to lessor or place of record a release or [illegible] above described premises and thereby surrender this lease as to such portion or portions and be relieved of all [illegible] the rentals payable hereunder shall be reduced in the proportion that the [illegible] bears to the whole [illegible] death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be [illegible] wises, except and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the [illegible] 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 [illegible] rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount [illegible] paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on [illegible] operations 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 [illegible] 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 machinery, fixtures, houses, buildings and other [illegible] placed by lessee on the premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or [illegible] 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 such well after the expiration of the term of this lease, 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 or division in the ownership of the land, 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 as to the assigned premises, or portions assigned, subsequent to the date of assignment.

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

11. If at any time there be as many as six parties [illegible] entitled to receive [illegible] lessee may withhold payment thereof unless and until all parties designated in writing in a recordable instrument to be [illegible] all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties [illegible] 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 and in such event, 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 approved by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the prevention of waste and the protection of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other tracts in the same general area for the purpose of operation and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including right of way, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring or recycling purposes in developing the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described. [illegible] agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to [illegible] or to the credit of lessor, by the manner herein stated.

16. If within the primary term of this lease production on the leased premises should [illegible] for any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next rental paying date [illegible] 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 the drilling of a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

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

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or such 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.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Patricia Mildred Miller

Priscilla Kyser, Guardian

[illegible] Daniel Miller

429

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

STATE OF Wyoming } ss.
COUNTY OF Lincoln }

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21
day of Nov, 19 79, personally appeared Priscilla Knox, married; Patricia
Mildred Miller, and Matthew Daniel Miller

and DLC

, 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 3-16-81

Notary Public.

State of } ss.
County of

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

ACKNOWLEDGMENT (For by Corporation)

State of } ss.
County of

On this day of , A. D. 1 , before me personally appeared , to me pers ally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the cor orate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its ! ard of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public.

(SEAL)

My Commission expires

No.

FROM

TO

Page

County,

This instrument was filed for record on the

day of 19 at

M. and duly recorded in

Page

of the records of this office.

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

No. 950C.
FORM 88 UNIT—WYO.-COLO.

KINTZEL BLUE PRINT CO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 12th day of [illegible], 19[illegible], by and between Priscilla Kysar, formerly Priscilla [illegible] [illegible], formerly Priscilla Miller

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

and John J. Christmann party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of [illegible] 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 [illegible] County, State of [illegible], to-wit:

Section 4: [illegible]
Section 5: [illegible], [illegible]
Township 2[illegible] North, Range 11[illegible] [illegible]

1[illegible]8162

[illegible] Dec 18 1929 12:30 P
58 [illegible] PAGE 431
[illegible] Louis J. [illegible] COUNTY CLERK
[illegible] WYOMING
by Dorothy McClure

containing [illegible] acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a period of ten years from this date (called "primary term") 5yrs and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced from said land, [illegible] 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 [illegible] for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced [illegible] the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (⅛) of the proceeds [illegible] for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty [illegible] 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 lessor's sole risk and expense.

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

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in State Bank of Big Piney at Big Piney, Wyoming or its successor or successors, which bank and its successors are lessor's agents and will continue as the depository regardless of changes in the ownership of the land, the sum of Two Hundred and 00/100 ($200.00) Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above or hereinafter provided, and in that event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

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

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the 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. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due 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 designated in writing in a recordable instrument to be filed with the lessee a trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. ~~Lessee~~ shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general ~~area by~~ entering into a ~~cooperative~~ or unit plan of development or operation approved by any governmental authority and, from time to time, ~~with like~~ approval, to modify, change or terminate ~~any such~~ plan or agreement and, in such event, the terms, conditions, and ~~provisions~~ of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded ~~as having been~~ produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments ~~to be~~ made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any ~~cooperative~~ or unit plan of development or operation adopted by lessee and approved by any governmental agency by ~~executing~~ the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of ~~oil, gas~~ and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and ~~maintaining repressuring~~ and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable ~~hereunder~~ upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby ~~warrants and agrees to defend the title to the land herein described and~~ agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to State Bank of Big Piney
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

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

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain 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.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Priscilla Kysar
Priscilla Kysar

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montan Colorado, Utah,
Nebraska, North Dakota, South Dak
ACKNOWLEDGMENT - INDIVIDU

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 21 day of March, 19 61, personally appeared [illegible] Kyser

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

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

My Commission Expires 2 16 63 [illegible] 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 Book Page of the records of this office.
County Clerk
Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Form N [redacted] JET E PRINT CO. WYOMING

RELEASE OF [redacted] ND GAS LEASE [redacted]

KNOW ALL MEN BY THESE PRESENTS: That Skyline Oil Company

For a good and valid consideration does hereby release, relinquish [illegible] unto the lessee

Harold A. Thompson, Jr. and Etheal A. Thompson, their [illegible]

all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Harold A. Thompson, Jr., a single man, and Etheal A. Thompson, a single man, both of Daniel, Wyoming 83115, as Lessors, and Skyline Oil Company

as lessee, dated the 25th day of November, 74, insofar as same covers the following described land, to-wit:

Township 34 North, Range 11 West, 6th P. M.
Sec. 9: S½NE¼, N½SE¼
Sec. 10: All

178230

[illegible]

Section [illegible], Township [illegible], Range [illegible], and containing 800 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 510 Page 242.

Executed this 11th day of December, 19 79.

ATTEST:

By [illegible]
Asst. Secretary

SKYLINE OIL COMPANY

By [illegible]
Senior Vice President
2000 University Club Building
Salt Lake City, UT 84111

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

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

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

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

My Commission Expires [illegible]

Notary Public.

State of UTAH }
County of SALT LAKE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 11th day of December, 19 79, before me personally appeared Max D. Eliason to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President of Skyline Oil Company [illegible] and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and [illegible] Max D. Eliason [illegible] acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 12th day of December, A. D. 19[illegible].

My Commission Expires [illegible]

Notary Public

433

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JOAN CHORNEY, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295 (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,

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

SEE ATTACHED EXHIBIT "A"

; of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows: SEE ATTACHED EXHIBIT "A" FOR LIST OF LEASES, DESCRIPTIONS, AND PERCENTAGES OF OVERRIDING ROYALTY ASSIGNED.

ASSIGNEES:

ROBERT W. SCOTT 1275 Lupine Way, Genesee, Golden, Colorado 80401

L. STANLEY 5070 Nassau Circle, Englewood, Colorado 80110

178202

Lease 21, 79 Sec 55 Ord 6th Trace of Yuba

Assignee's Interest

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 1st day of November, 1979.

Joan Chorney

Joan Chorney

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joan Chorney this 1st day of November, 1979.

Witness my hand and official seal.

My commission expires:

October 26, 1983

Notary Public

[redacted] EXH [redacted]"

Assignment of Overriding Royalty Interests
in Oil and Gas Leases

LEASE NO. & DATE	DESCRIPTION		PERCENT OF ROYALTY BEING ASSIGNED
-33562 -1-72	T 31 N - R 114 W - Sublette Sec. 11: W½ Containing 320.00 acres, m/l	ROBERT W. SCOTT L. STANLEY	.1250 (1/8 of 1%) .1250 (1/8 of 1%)
36439 -1-72	T 32 N - R 114 W - Sublette Sec. 9: Lots 1,2,3,4, S½N½, S½ Sec. 21: E½ Sec. 22: All Sec. 23: W½ Sec. 26: NW¼ Containing 1973.64 acres, m/l	ROBERT W. SCOTT L. STANLEY	.1250 (1/8 of 1%) .1250 (1/8 of 1%)
38511 1-73	T 32 N - R 114 W - Sublette Sec. 12: Lots 1,2, S½NE¼, N½SE¼, SE¼SE¼ Containing 234.57 acres, m/l	ROBERT W. SCOTT L. STANLEY	.3125 (5/16 of 1%) .3125 (5/16 of 1%)

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JOAN CHORNEY, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295 (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 ROBERT W. SCOTT, 1275 Lupine Way, Genesee, Golden, Colorado 80401 (hereinafter referred to Assignee(s)), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1/8 of 1%, of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

That certain oil and gas lease dated August 1, 1971, bearing serial number Wyoming 29920, by and between the United States of America, Lessor, and William C. Kirkwood, Lessee, situated in Sublette County, Wyoming, insofar and only insofar as said lease covers

Township 32 North, Range 114 West, 6th P.M.
Section 14: N½NW¼, SW¼NW¼, S½
Section 24: E½

178203

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 1st day of November, 1979

Joan Chorney
Joan Chorney

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joan Chorney this 1st day of November, 1979.

Witness my hand and official seal.

My commission expires:

October 26, 1983

Mary J. Lane
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JOAN CHORNEY, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295 (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 L. FANLEY, 5070 Nassau Circle, Englewood, Colorado 80110 (hereinafter referred to Assignee(s)), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 5/64 of 1%, of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

That certain oil and gas lease dated February 1, 1973, bearing serial number Wyoming 38080, by and between the United States of America, Lessor and Minnie A. Brown, Lessee, situated in Sublette County, Wyoming, insofar and only insofar as said lease covers

Township 31 North, Range 114 West, 6th P.M.
Section 7: Lots 1,2, E½NW¼
Section 8: NW¼

Containing 313.77 acres, more/less

178204

Rec'd 11/ 79 8:00 A.M.
35 Exec
Mrs. Nina J. Yake
Lyle Donaldson McElhinney

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee(s), his 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 1st day of November, 1979.

Joan Chorney
Joan Chorney

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joan Chorney this 1st day of November, 1979.

Witness my hand and official seal.

My commission expires:

October 26, 1983

Mary E. Tanner
Notary Public

437

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JOAN CHORNEY, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295 (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 ROBERT W. SCOTT, 1275 Lupine Way, Genesee, Golden, Colorado 80401 (hereinafter referred to Assignee(s)), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1/8 of 1%, of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

That certain oil and gas lease dated October 2, 1971, bearing serial number 71-15759-STATE OF WYOMING, by and between the State of Wyoming, Lessor, and William C. Kirkwood, Lessee, situated in Sublette County, Wyoming, insofar and only insofar as said lease covers:

Township 32 North, Range 114 West, 6th P.M.
Section 16: All

Containing 640.00 acres, more/less

178205

FILED for record ... 1979 8:00 M
... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee(s), his 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 1st day of November, 1979.

Joan Chorney
Joan Chorney

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

The foregoing instrument was acknowledged before me by Joan Chorney this 1st day of November, 1979.

Witness my hand and official seal.

My commission expires:

October 26, 1983

Mary E. Nemec
Notary Public

Mid-Continent Association W.Region

CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JAS. O. BREENE, JR.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor), for and in consideration of Ten Dollars ($10.00) the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Winona Oil Company Suite 1219, 1700 Broadway Denver, Colorado 80290 - 50%

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Colo. 80202 - 50%

(hereinafter called Assignee) All of his right, title and interest in and to the oil and gas lease dated October 15, 79 Brandt M. Jensen and Josephine B. Jenson, his wife Lessor to Jas. O. Breene, Jr. Lessee, recorded in book 58 O&G 347 the following described land in Sublette Wyoming

Township 32 North, Range 106 West of the 6th P.M.

Section 32: $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Township 31 North, Range 106 West of the 6th P.M.

Section 4: Lot 4, $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 5: Lots 1, 2, 3, and 4, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$
Section 7: Lots 1 and 2, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
Section 8: $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$
Section 17: $N\frac{1}{2}NW\frac{1}{4}$
Section 18: $NE\frac{1}{4}NE\frac{1}{4}$

of Section XXXXX, Township XXXX, Range XXXXX, containing 1,674.85 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 in full force 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 -0-

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 described 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 lands covered thereby, said Assignee agrees to notify Assignor by registered mail, at least XXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXX 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 13th day of December, 19 79
without warranties of any kind.

Jas. O. Breene, Jr. (Seal)

(Seal)

(Seal)

STATE OF)
) ss.
COUNTY OF)

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

Register of Deeds.

78219

439

STATE OF COLORADO }
COUNTY OF DENVER } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of December, 19 79, personally appeared Jas. O. Breene, Jr.

and

to me known to be the identical person... describ... in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same a... 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 las... above written.

My Commission Expires Nov. 7, 1983

Judy DeMaro
...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 .....

[redacted]

No.....

FROM

.....

TO

.....

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

... Acres .....

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

...

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

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

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

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

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

.....
County Clerk.

By .....
Deputy.

When recorded return to

[redacted]

2:36

ASSIGNMENT OF CERTIFIED LEASE INTERESTS
USA LEASES NUMBERED W-2108,
W-2690, W-3776 AND W-15340

This Assignment of Certified Lease Interests is made, entered into and effective as hereinafter provided by and between SABINE PRODUCTION COMPANY, Successor in interest to Dalco Oil Company, 1200 Mercantile Bank Building, Dallas, Texas 75201, R. A. VENABLE, Independent Executor and Trustee under the Will of R. H. Venable, Deceased, 2711 Mercantile Bank Building, Dallas, Texas 75201 and J. LEE YOUNGBLOOD, 1965 First National Bank Building, Dallas, Texas 75202, referred to herein as "ASSIGNORS", and R. J. ACKERIAN, P. O. Box 1250, W. A. SEARS, JR., P. O. Box 1369 and J. J. SULLIVAN, P. O. Box 1398, all of Casper, Wyoming 82602, referred to herein as "ASSIGNEES".

In Assignments from Mountain Minerals Company, a Special Partnership, P. O. Box 2956, Casper, Wyoming 82601, to Westrans Petroleum, Inc., 250 Park Avenue, New York, New York 10017, dated March 7, 1973, Westrans Petroleum, Inc., Assignee declared that it was not the sole party in interest to the leasehold interests assigned, and attached to each of the said Assignments was a Certificate, said Assignments and Certificates being collectively referred to as "Assignments", which named, among other parties, the ASSIGNORS described in the preceding paragraph and their percentages of interest in each of the four (4) USA Oil and Gas Leases Numbered W-2108, W-2690, W-3776 and W-15340, which interests are the subject of this Assignment, and which leases are described as follows:

1. USA W-2108

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: W½W½
Section 25: W½
Containing 480.00 acres, more or less
Issued Oct. 18, 1966, effective Nov. 1, 1966.

2. USA W-2690

T. 27 N., R. 111 W., 6th Prin. Mer., Wyo.
Section 31: lots 1 thru 7 incl., NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 32: Lot 1
Containing 592.69 acres, more or less
Issued Nov. 10, 1966, effective Dec. 1, 1966.

3. USA W-3776

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 13: W½W½
Section 25: E½
Containing 480.00 acres, more or less
Issued Jan. 11, 1967, effective Feb. 1, 1967.

RECORDED Nov 22 '73 at 4:47
IN BOOK 33 OF MISC. PAGE 443
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING
473332

4. USA W-15340

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: E½
Containing 320.00 acres, more or less
Issued Sep. 20, 1968, effective Oct. 1, 1968.

While the Assignments did not vest record title interests in the ASSIGNORS, they evidence ASSIGNORS' interest in the leasehold estate in the proportions as set forth in the Assignments. The interests vested in the ASSIGNORS, i.e. an undivided fifty percent (50%) interest in each lease, are still owned by them in the same proportionate percentages as evidenced by the Assignments, as follows:

Sabine Production Company	37.5000% interest
R. A. Venable, Independent Executor & Trustee	9.3750% interest
J. Lee Youngblood	3.1250% interest
Total Interest of ASSIGNORS as vested in Assignments dated March 7, 1973	50.0000% interest

Now, for and in consideration of the sum of Ten Dollars ($10.00) and other value in hand paid to ASSIGNORS by ASSIGNEES, the receipt and sufficiency of which is acknowledged, ASSIGNORS do hereby sell, assign, transfer and convey to ASSIGNEES all of their right, title and interest in and to the leasehold interests which they own in and under the lands covered by the four (4) USA Oil and Gas Leases described above, and said interests are assigned to ASSIGNEES in the following percentages:

R. J. Ackerman	an undivided 50% of ASSIGNORS' interest
W. A. Sears, Jr.	an undivided 25% of ASSIGNORS' interest
J. J. Sullivan	an undivided 25% of ASSIGNORS' interest

The interests assigned herein include, but are not limited to, the oil and gas and other hydrocarbon rights, production and/or reserves from or under lands contained in these oil and gas leases and equipment or properties which may be located on or associated with production from the properties contained in these oil and gas leases.

ASSIGNORS reserve herein no interest of any nature or kind, it being the intent that ASSIGNORS assign herein all of their leasehold or royalty interests,

or their interests of any nature whatsoever in or under USA Leases Numbered W-2108, W-2690, W-3776 and W-15340. The interests assigned herein are subject to all of the terms and provisions of the original Oil and Gas Leases from which ASSIGNORS' interests were derived, to all of the terms and conditions of any associated Assignments of Oil and Gas Lease which have been placed of record or which have been filed with appropriate governmental agencies and to any Operating Agreements or Gas Purchase Contracts, or to any other contractual agreements which are known by ASSIGNEES to exist between ASSIGNORS and other parties.

By execution of this Assignment of Certified Lease Interests, the ASSIGNORS herein authorize and instruct PARTNERSHIP PROPERTIES CO., 1600 Broadway, Denver, Colorado 80202, successor in interest to Westrans Petroleum, Inc. and present record title holder for the interests of ASSIGNORS in and under the four (4) USA Leases which are subject to this Assignment of Interests, to deliver to ASSIGNEES herein Assignment of Record Title to the interests which are assigned herein upon demand made for such Assignments by ASSIGNEES herein, and further, ASSIGNORS herein disclaim any future interest of any nature whatsoever in or under the four (4) USA Oil and Gas Leases which are the subject of this Assignment of Certified Lease Interests, from and after August 1, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Certified Lease Interests this 14 day of December, 1979, effective the 1st day of August, 1979.

A S S I G N O R S

ATTEST:

By _____
Title:

SABINE PRODUCTION COMPANY

By _____
Title: VICE PRESIDENT

_____
J. LEE YOUNGBLOOD

_____
R. A. VENABLE, Independent Executor and Trustee under the will of R. H. Venable, Deceased

A S S I G N E E S

_____
J. A. SEARS, JR.

_____
R. J. ACKERMAN

_____
J. J. SULLIVAN

444

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing instrument was executed before me on the 14 day of December, 1979, by Mike H. Murphy, Vice President of SABINE PRODUCTION COMPANY.

WITNESS my hand and official seal.

Jean B. Chapman
Notary Public

My Commission Expires: 7/31/80

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing instrument was executed before me on the 3rd day of August, 1979, by R. A. VENABLE, Independent Executor and Trustee under the Will of R. H. Venable, Deceased.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing instrument was executed before me on the 14th day of November, 1979, by J. LEE YOUNGBLOOD.

WITNESS my hand and official seal.

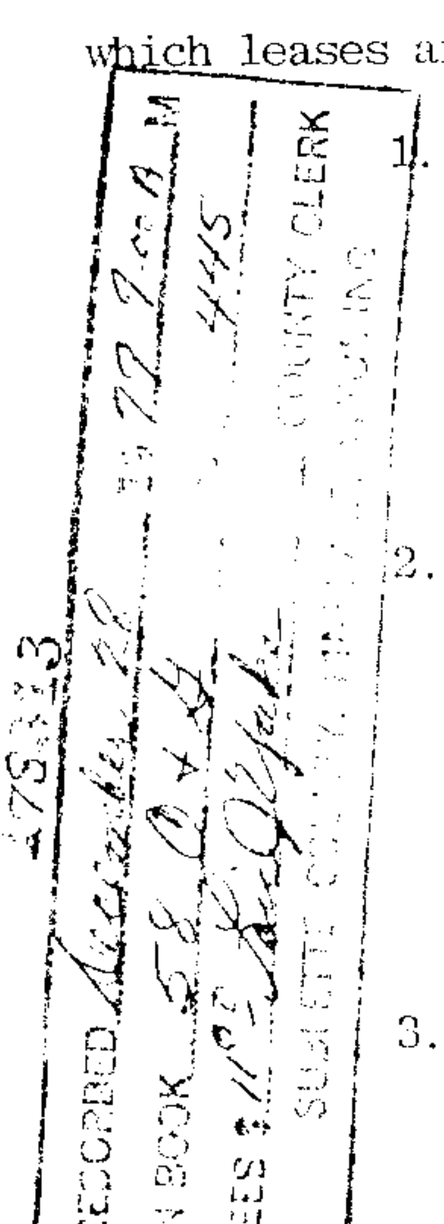
Notary Public DeEtta Wheat

My Commission Expires: Nov. 21, 1981

ASSIGNMENT OF CERTIFIED LEASE INTERESTS
USA LEASES NUMBERED W-2108,
W-2690, W-3776 and W-15340

This Assignment of Certified Lease Interests is made, entered into and effective as hereinafter provided by and between GLOBE-TEXAS COMPANY, 1500 Republic National Bank Building, Dallas, Texas 75201, UNITED PETROLEUM CORPORATION, 1500 Republic National Bank Building, Dallas, Texas 75201, and AA DEVELOPMENT CORPORATION, 1500 Fidelity Union Tower, Dallas, Texas 75201, referred to herein as "ASSIGNORS", and R. J. ACKERMAN, P. O. Box 1250, W. A. SEARS, JR., P. O. Box 1369 and J. J. SULLIVAN, P. O. Box 1398, all of Casper, Wyoming 82602, referred to herein as "ASSIGNEES".

In Assignments from Mountain Minerals Company, a Special Partnership, P. O. Box 2956, Casper, Wyoming 82601, to Westrans Petroleum, Inc., 250 Park Avenue, New York, New York 10017, dated March 7, 1973, Westrans Petroleum, Inc, Assignee, declared that it was not the sole party in interest to the leasehold interests assigned, and attached to each of the said Assignments was a Certificate, said Assignments and Certificates being collectively referred to as "Assignments", which named, among other parties, REPUBLIC NATIONAL BANK OF DALLAS, Independent Executor of the W. E. Walker Estate #6392, hereinafter referred to as "EXECUTOR", as the owner of a 9.3750% interest in and under each of the four (4) USA Oil and Gas Leases Numbered W-2108, W-2690, W-3776 and W-15340, which interests are the subject of this Assignment, and which leases are described as follows:



1. USA W-2108

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $W\frac{1}{2}$
Containing 480.00 acres, more or less
Issued Oct. 18, 1966, effective Nov. 1, 1966.

2. USA W-2690

T. 27 N., R. 111 W., 6th Prin. Mer., Wyo.
Section 31: Lots 1 thru 7 incl., $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 32: Lot 1
Containing 592.69 acres, more or less
Issued Nov. 10, 1966, effective Dec. 1, 1966.

3. USA W-3776

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 13: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $E\frac{1}{2}$
Containing 480.00 acres, more or less
Issued Jan. 11, 1967, effective Feb. 1, 1967.

446

4. USA W-15340

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: E½
Containing 320.00 acres, more or less
Issued Sep. 20, 1968, effective Oct. 1, 1968.

While the Assignments did not vest record title interests in EXECUTOR, they certified EXECUTOR'S ownersnip of the interest in the leases hereinbefore described.

After the date of the Assignment from Mountain Minerals Company to Westrans Petroleum, Inc., dated March 7, 1973, which set forth the interest of EXECUTOR, probate of the estate of W. E. Walker, deceased, was completed and a distribution of certain interests held in trust by W. E. Walker for others was recited in a Court Order entitled "ORDER APPROVING FINAL ACCOUNT AND DECREE OF FINAL SETTLEMENT AND DISTRIBUTION", Probate number 11471 in the District Court, Seventh Judicial District, Natrona County, Wyoming, and said document is recorded in the records of Sublette County, Wyoming in Book 29 Miscellaneous, beginning on Page 586. This Order sets forth the interests of ASSIGNORS in the leases which are subject to this Assignment in the following proportionate percentages:

Globe-Texas Company	4.1015625% interest
United Petroleum Corporation	1.3668750% interest
AA Development Corporation	0.6834375% interest
Total Interest of ASSIGNORS as confirmed in Court Order	6.1518750% interest

Now, for and in consideration of the sum of Ten Dollars ($10.00) and other value in hand paid to ASSIGNORS by ASSIGNEES, the receipt and sufficiency of which is acknowledged, ASSIGNORS do hereby sell, assign, transfer and convey to ASSIGNEES all of their right, title and interest in and to the leasehold interests which they own in and under the lands covered by the four (4) USA Oil and Gas Leases described above, and said interests are assigned to ASSIGNEES in the following percentages:

R. J. Ackerman	an undivided 50% of ASSIGNORS' interest
W. A. Sears, Jr.	an undivided 25% of ASSIGNORS' interest
J. J. Sullivan	an undivided 25% of ASSIGNORS' interest

The interests assigned herein include, but are not limited to, the oil and gas and other hydrocarbon rights, production and/or reserves from or under lands contained in these oil and gas leases and equipment or properties which

[redacted] [redacted] [redacted]

may be located on or associated with production from the properties contained in these oil and gas leases.

ASSIGNORS reserve herein no interest of any nature or kind, it being the intent that ASSIGNORS assign herein all of their leasehold or royalty interests, or their interests of any nature whatsoever in or under USA Leases Numbered W-2108, W-2690, W-3776 and W-15340. The interests assigned herein are subject to all of the terms and provisions of the original Oil and Gas Leases from which ASSIGNORS' interests were derived, to all of the terms and conditions of any associated Assignments of Oil and Gas Lease which have been placed of record or which have been filed with appropriate governmental agencies and to any Operating Agreements or Gas Purchase Contracts, or to any other contractual agreements which are known by ASSIGNEES to exist between ASSIGNORS and other parties.

By execution of this Assignment of Certified Lease Interests, the ASSIGNORS herein authorize and instruct PARTNERSHIP PROPERTIES CO., 1600 Broadway, Denver, Colorado 80202, successor in interest to Westrans Petroleum, Inc. and present record title holder for the interests of ASSIGNORS in and under the four (4) USA Leases which are subject to this Assignment of Interests, to deliver to ASSIGNEES herein Assignment of Record Title to the interests which are assigned herein upon demand made for such Assignments by ASSIGNEES herein, and further, ASSIGNORS herein disclaim any future interest of any nature whatsoever in or under the four (4) USA Oil and Gas Leases which are the subject of this Assignment of Certified Lease Interests, from and after August 1, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Certified Lease Interests this 1st day of October, 1979, effective the 1st day of August, 1979.

A S S I G N O R S

ATTEST:

By _____
Title:

GLOBE-TEXAS COMPANY

By _____
Title:

ATTEST:

By _____
Title:

UNITED PETROLEUM CORPORATION

By _____
Title:

ATTEST:

By _____
Title:

AA DEVELOPMENT CORPORATION

By Keith E. Hupard
Title: Senior Vice President

A S S I G N E E S

W. A. SEARS, JR.

R. J. ACKERMAN

J. J. SULLIVAN

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was executed before me on the ____ day of _____, 1979, by _____, _____President of GLOBE-TEXAS COMPANY.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:_____

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was executed before me on the 3 day of _____, 1979, by _____, _____President of UNITED PETROLEUM CORPORATION.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires _____

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was executed before me on the 4th day of December, 1979, by KEITH D. SHEPPARD, Senior Vice President of AA DEVELOPMENT CORPORATION.

WITNESS my hand and official seal.

BEVERLEY R. ROBERTS
Notary Public
Dallas County, Texas
My Commission Expires 2/28/81

My Commission Expires _____

Beverley R. Roberts
Notary Public

ASSIGNMENT OF CERTIFIED LEASE INTERESTS
USA LEASES NUMBERED W-2108,
W-2690, W-3776 and W-15340

This Assignment of Certified Lease Interests is made, entered into and effective as hereinafter provided by and between DeWITT THOMAS WALKER, NAN WALKER McGREW (one and the same person as Nan Gretchen Walker), ELIZABETH W. STEPHENSON (one and the same person as Elizabeth Carter Walker) and WILLARD E. WALKER, JR., who are hereinafter collectively referred to as the "WALKER HEIRS", and ELIZABETH MANGET WALKER WILLIAMSON (one and the same person as Mrs. Edward Arthur Williamson and formerly Elizabeth Manget Walker), all of 1500 Republic National Bank Building, Dallas, Texas 75201, referred to herein as "ASSIGNORS", and R. J. ACKERMAN, P. O. Box 1250, W. A. SEARS, JR., P. O. Box 1369 and J. J. SULLIVAN, P. O. Box 1398, all of Casper, Wyoming 82602, referred to herein as "ASSIGNEES".

In Assignments from Mountain Minerals Company, a Special Partnership, P. O. Box 2956, Casper, Wyoming 82601, to Westrans Petroleum, Inc., 250 Park Avenue, New York, New York 10017, dated March 7, 1973, Westrans Petroleum, Inc. Assignee, declared that it was not the sole party in interest to the leasehold interests assigned, and attached to each of the said Assignments was a Certificate, said Assignments and Certificates being collectively referred to as "Assignments", which named, among other parties, REPUBLIC NATIONAL BANK OF DALLAS, Independent Executor of the W. E. Walker Estate #6392, hereinafter referred to as "EXECUTOR", as the owner of a 9.3750% interest in and under each of the four (4) USA Oil and Gas Leases Numbered W-2108, W-2690, W-3776 and W-15340, which interests are the subject of this Assignment, and which leases are described as follows:

1. USA W-2108

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $W\frac{1}{2}$
Containing 480.00 acres, more or less
Issued Oct. 18, 1966, effective Nov. 1, 1966.

2. USA W-2690

T. 27 N., R. 111 W., 6th Prin. Mer., Wyo.
Section 31: Lots 1 thru 7 incl., $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 32: Lot 1
Containing 592.69 acres, more or less
Issued Nov. 10, 1966, effective Dec. 1, 1966.

3. USA W-3776

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 13: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $E\frac{1}{2}$
Containing 480.00 acres, more or less
Issued Jan. 11, 1967, effective Feb. 1, 1967.

RECORDED Aug 28 '73 2 o'clock P.M.
IN BOOK 58 Misc. PAGE 449
FEES $1.00
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
173234

450

4. USA W-15340

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: E½
Containing 320.00 acres, more or less
Issued Sep. 20, 1968, effective Oct. 1, 1968.

While the Assignments did not vest record title interests in EXECUTOR, they certified EXECUTOR'S ownership of the interest in the leases hereinbefore described.

After the date of the Assignment from Mountain Minerals Company to Westrans Petroleum, Inc., dated March 7, 1973, which set forth the interest of EXECUTOR, probate of the estate of W. E. Walker, deceased, was completed and a distribution of certain interests owned by W. E. Walker was recited in a Court Order entitled "ORDER APPROVING FINAL ACCOUNT AND DECREE OF FINAL SETTLEMENT AND DISTRIBUTION", Probate number 11471 in the District Court, Seventh Judicial District, Natrona County, Wyoming, and said document is recorded in the records of Sublette County, Wyoming in Book 29 Miscellaneous, beginning on Page 586. This Order distributes to the REPUBLIC NATIONAL BANK OF DALLAS, as Trustee, the interest of the WALKER HEIRS, which is one-half of the interest in the four (4) USA Leases named above which was owned by W. E. Walker, deceased, and distributes to Elizabeth Manget Walker, now ELIZABETH MANGET WALKER WILLIAMSON, one-half of the interest in the four (4) USA Leases named above which was owned by W. E. Walker, deceased. Subsequently, subject to the Order herein referenced, a document entitled "DECLARATION OF TERMINATION OF TRUST CREATED UNDER THE WILL OF W. E. WALKER, DECEASED" was dated as of July 22, 1975, and executed by the REPUBLIC NATIONAL BANK OF DALLAS, Trustee, and by the WALKER HEIRS, and this instrument terminated the Trust and distributed the interests held by the Trustee. Under the provisions of the ORDER APPROVING FINAL ACCOUNT AND DECREE OF FINAL SETTLEMENT AND DISTRIBUTION, Probate number 11471, the interest owned by the W. E. Walker Estate in the four (4) USA Oil and Gas Leases named above was .2188 interest in a .09375 interest, and distribution of interests to ASSIGNORS herein is vested in the following proportionate percentages:

Walker Heirs as named in the first paragraph of this Assignment	1.0256250% interest
Elizabeth Manget Walker now Elizabeth Manget Walker Williamson	1.0256250% interest
Total Interest of ASSIGNORS	2.0512500% interest

Now, for and in consideration of the sum of Ten Dollars ($10.00) and other value in hand paid to ASSIGNORS by ASSIGNEES, the receipt and sufficiency of which is acknowledged, ASSIGNORS do hereby sell, assign, transfer and convey to ASSIGNEES all of their right, title and interest in and to the leasehold interests which they

own in and under the lands covered by the four (4) USA Oil and Gas Leases described above, and said interests are assigned to ASSIGNEES in the following percentages:

R. J. Ackerman	an undivided 50% of ASSIGNORS' interest
W. A. Sears, Jr.	an undivided 25% of ASSIGNORS' interest
J. J. Sullivan	an undivided 25% of ASSIGNORS' interest

The interests assigned herein include, but are not limited to, the oil and gas and other hydrocarbon rights, production and/or reserves from or under lands contained in these oil and gas leases and equipment or properties which may be located on or associated with production from the properties contained in these oil and gas leases.

ASSIGNORS reserve herein no interest of any nature or kind, it being the intent that ASSIGNORS assign herein all of their leasehold or royalty interests, or their interests of any nature whatsoever in or under USA Leases Numbered W-2108, W-2690, W-3776 and W-15340. The interests assigned herein are subject to all of the terms and provisions of the original Oil and Gas Leases from which ASSIGNORS' interests were derived, to all of the terms and conditions of any associated Assignments of Oil and Gas Lease which have been placed of record or which have been filed with appropriate governmental agencies and to any Operating Agreements or Gas Purchase Contracts, or to any other contractual agreements which are known by ASSIGNEES to exist between ASSIGNORS and other parties.

Under the terms of an Agency Agreement drawn by and between the WALKER HEIRS and LAVACA CORPORATION, hereinafter "LAVACA", 1500 Republic National Bank Building, Dallas, Texas, 75201, LAVACA is designated as agent for the WALKER HEIRS to manage certain transactions for said WALKER HEIRS, including the collection of any principal sums payable to the WALKER HEIRS for the sale of oil, gas and mineral properties and by execution of this Assignment by each of the WALKER HEIRS and by LAVACA, ASSIGNEES are authorized to complete the details of this Assignment of Certified Lease Interests with LAVACA, and LAVACA is authorized to accept as Agent for the WALKER HEIRS, any consideration due the WALKER HEIRS from ASSIGNEES.

By execution of this Assignment of Certified Lease Interests, the ASSIGNORS herein authorize and instruct PARTNERSHIP PROPERTIES CO., 1600 Broadway, Denver, Colorado 80202, successor in interest to Westrans Petroleum, Inc. and present record title holder for the interests of ASSIGNORS in and under the four (4) USA Leases which are subject to this Assignment of Interests, to deliver to ASSIGNEES herein Assignment of Record Title to the interests which are assigned herein upon demand made for such Assignments by ASSIGNEES herein, and further, ASSIGNORS herein disclaim

any future interest of any nature whatsoever in or under the four (4) USA Oil and Gas Leases which are the subject of this Assignment of Certified Lease Interests, from and after August 1, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Certified Lease Interests this ____ day of _____, 1979, effective the 1st day of August, 1979.

A S S I G N O R S

DeWITT THOMAS WALKER

NAN WALKER McGREW

ELIZABETH W. STEPHENSON

WILLARD E. WALKER, JR.

ELIZABETH MANGET WALKER WILLIAMSON

ATTEST:

By
Title:

LAVACA CORPORATION

By
Title:

A S S I G N E E S

R. J. ACKERMAN

W. A. SEARS, JR.

J. J. SULLIVAN

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 1979, by NAN WALKER McGREW (one and the same person as Nan Gretchen Walker), ELIZABETH W. STEPHENSON (one and the same person as Elizabeth Carter Walker), WILLARD E. WALKER, JR., and ELIZABETH MANGET WALKER WILLIAMSON (one and the same person as Mrs. Edward Arthur Williamson and formerly Elizabeth Manget Walker).

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowldged before me this ___ day of _____, 1979, by DeWITT THOMAS WALKER.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 1979, by _____, _____ President of LAVACA CORPORATION.

Witness my hand and official seal.

_____ _____
Notary Public

My Commission expires: _____

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-68442

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That Helen S. Caflisch
8428 Caflisch Road, Clymer, New York 14724

....., 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
Evelyn D. Babcock	RD #2, Clymer, New York 14724	1.75%

Being in all a total of an undivided 1.75% of 8/8ths .....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

U. S. Oil and Gas Lease No. W-68442, dated September 1, 1979:

T. 29 N., R. 103 W., 6th Prin. Mer.
Sec. 19: SE¼
20: SW¼
29: N½

178332

RECORDED November 31 1979 9:00 A M
IN BOOK 28 Oil & Gas PAGE 454
FEES $ 4.00 Sarah Sparks COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 640.00 acres, more or less.

WITNESS our hands this 17th day of December, 1979.

Witnesses:

.....

.....

Helen S. Caflisch

Helen S. Caflisch

STATE OF NEW YORK }
COUNTY OF Niagara } ss.

On the 17th day of December, 19 79, before me personally appeared Helen S. Caflisch
the signor..... of the above instrument, who duly acknowledged to me that she executed the same.

RODNEY H. EDWARDS, #4637237
Notary Public State of New York
Qualified in Chautauqua County
My Commission Expires March 30, 19

My commission expires: March 30, 1982

Notary Public

Residing in Niagara Falls

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-53[illegible]59

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Cities Service Company
P.O. Box 300
Tulsa, OK 74102

01X6-4907350
File 4907350

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* July 1, 1979, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2 Describe the lands affected by this assignment *(43 CFR 3106.2–3)*

All the bed of the Middle Piney Lake which is riparian to Lots 3, 4, 7, 8 & 9 Section 7, and Lots 1, 2, 3, 4 Section 8 of T30N-R115W, the record meanders of which are as shown on attached description.

(See rider for continuation of description and reassignment provision.)

Containing [illegible] 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)? NIL

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage or specify)* 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 23rd day of August, 19 79

178333

Fred P. Blume
(Assignor's Signature)

P.O. Box 504
(Assignor's Address)

Cheyenne, Wyoming 82001
(City) (State) (Zip Code)

Filed for record December 31 1979 8:00 A.M.
MFP Box 58 Of 8 PAGE 455
Fee $ Lucile Spake COUNTY CLERK
DEPUTY CLERK

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 OCT 1 1979

By [signature]
(Authorized Officer)

Chief, Oil & [illegible] Section
(Title)

DEC 5 1979
(Date)

Note: This form may be reproduced provided that copies are clear and exact reproductions of the original and that it is used in accordance with the provisions of 43 CFR 3106.

455

456

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

I, Lisa Morris, a Notary Public in and for said County and State, do hereby certify that Fred P. Blume, to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed and delivered the same as his free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 23rd day of August, 19 79

My Commission Expires: Jan. 11, 1983

Lisa Morris
Notary Public in and for said County and State,
residing at Cheyenne, Wyoming

HINTZEL BLUE PRINT CO., CASPER

DESCRIPTION (CONT'D)

T30N-R115W

All the bed of the Middle Piney Lake, which is riparian to lots 3, 4, 7, 8 and 9, Sec. 7, and Lots 1, 2, 3, 4, Sec. 8, T30N-R115W, 6th Prin Mer, Sublette County, Wyoming, the Record Meanders of which are as follows:

Commencing at the Meander Corner of fractional Secs. 7 and 8 on the S bank of the Middle Piney Lake, thence with the meanders along the NW slope of said lake, in Sec. 8, N59° 30' E 10.90 chains; thence N 60° E 5.40 chains; thence N 53° 15' E 4.20 chains; thence N 56° 30' E 3.90 chains; thence N 68° E 7.70 chains; thence N 31° E 4.60 chains; thence N 35° 30' E .50 chains, thence N 60° 30' E 5.00 chains; thence N 19° W 5.00 chains; thence N 84° 30' W 1.40 chains; thence N 40° 30' W 2.40 chains; thence N 24° 30' W 14.00 chains; thence S 48° 45' W 8.80 chains; thence S 55° 30' W 9.00 chains; thence S 50° 30' W 9.80 chains; thence S 59° 48' W 3.30 chains, to the meander corner of fractional Secs. 7 & 8 on the N side of said lake; thence in Sec. 7, S 57° W 7.00 chains; thence S 63° W 20.00 chains; thence S 40° 30' W 8.30 chains; thence S 63° 30' W 1.70 chains; thence S86° 30' W 1.00 chains; thence S 76° W 5.00 chains; thence S 45° 45' W 4.40 chains; thence S 33° E 8.70 chains; thence S 89° 30' E 2.50 chains; thence N 79° 15' E 10.60 chains; thence S 79° 15' E 2.10 chains; thence N 70° 15' E 2.20 chains; thence S 88° 45' E 3.70 chains; thence N 68° 15' E 7.00 chains; thence N 65° E 8.30 chains; and thence N 76° 30' E 1.09 chains to the meander corner of fractional Secs. 7 & 8 on the south side of said lake, the point of beginning.

RIDER

Assignee accepts this assignment with the express understanding that its provisions will apply to any exchange, extension, alteration or renewal of the basic lease, in whole or in part; and that if assignee elects to surrender or not pay all or any part of the annual lease rental as to all or any part of the basic lease, or any exchange, extension, alteration or renewal of the basic lease thereof, said Assignee shall notify Assignor by certified mail, at least forty-five (45) days in advance of the anniversary date specified in said lease, and Assigror hereunder shall than have thirty (30) days after receipt of such notification within which to elect to take reassignment of said lease as to the portion thereof to be surrendered or relinquished. Should Assignor hereunder elect to take such a reassignment, Assignor shall notify Assignee within the above thirty (20) day period and assignment must be mailed to Assignor by certified mail within ten (10) days in advance of the anniversary date. Said assignee shall tendor to Assignor herein an assignment without warranty of title, of all of the interest herein assigned.

41

[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 [redacted] 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 7th day of [illegible], 1972

CITIES SERVICE COMPANY

BY: _____
(Assignee's Signature)
Dean Aitchs, Attorney in Fact

Cities Service Company
P. O. Box 300
Tulsa, Oklahoma [illegible]
(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 leasehold lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

MAURICE W. BROWN and BONNIE J. BROWN ("Grantors"), married individuals, of 300 South Greeley Highway, Cheyenne, Wyoming 82001, do hereby sell, grant, convey, transfer, assign and deliver unto First Wyoming Bank N.A. - Cheyenne of Cheyenne, Wyoming (the "Trustee") as Trustee of The Maurice W. Brown and Bonnie J. Brown Irrevocable Trust, which Trust was established by instrument dated December 26, 1979, as overriding royalty interests the undivided percentages, as set forth on Exhibit "A" of all oil, gas and other hydrocarbon substances produced, saved and marketed from the lands subject to the oil and gas leases described on Exhibit "A" and any extensions, renewals and leases issued in lieu thereof, free of all costs of operation and development but subject to a proportionate part of taxes on or measured by production.

Grantors also hereby grant and transfer to the Trustee, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Grantors are entitled to enforce with respect to the overriding royalty interests herein assigned against Grantors' predecessors in title to such interests.

This Assignment is made without any warranties of title either express or implied.

EXECUTED this 26th day of December, 1979.

MAURICE W. BROWN

BONNIE J. BROWN

178338

RECORDED December 31, 1979, 9:00 A.M.
IN BOOK 58 Oil & Gas PAGE 458
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 26th day of December, 1979, by MAURICE W. BROWN and BONNIE J. BROWN.

Witness my official hand and seal.

My commission expires: 1-3-83

LOIS L. SHANKS - Notary Public
County of Laramie
State of Wyoming
My Commission Expires Aug

Notary Public

(Attached to and forming a part of Assignment of Overriding Royalty Interests dated December 26, 1979)

EXHIBIT "A"

Lease Serial No. (1)	Description of Lands Subject to the Lease (2)	Overriding Royalty Interest Assigned
W-28380	T. 32 N., R. 114 W., 6th P.M. Sec. 32: W½SW¼	2½% of 8/8
W-30485	T. 33 N., R. 144 W., 6th P.M. Sec. 33: N½N½, S½NW¼	3% of 8/8

---

(1) United States Department of Interior Bureau of Land Manageme: Lease for Oil and Gas

(2) Sublette County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

MAURICE W. BROWN and BONNIE J. BROWN ("Grantors"), married individuals, of 300 South Greeley Highway, Cheyenne, Wyoming 82001, do hereby sell, grant, convey, transfer, assign and deliver unto First Wyoming Bank N.A. - Cheyenne of Cheyenne, Wyoming (the "Trustee") as Trustee of The Maurice W. Brown and Bonnie J. Brown Irrevocable Trust, which Trust was established by instrument dated December 26, 1979, as an overriding royalty interest the undivided percentage, as set forth on Exhibit "A" of all oil, gas and other hydrocarbon substances produced, saved and marketed from the lands subject to the oil and gas lease described on Exhibit "A" and any extensions, renewals and leases issued in lieu thereof, free of all costs of operation and development but subject to a proportionate part of taxes on or measured by production.

Grantors also hereby grant and transfer to the Trustee, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Grantors are entitled to enforce with respect to the overriding royalty interest herein assigned against Grantors' predecessors in title to such interest.

This Assignment is made without any warranties of title either express or implied.

EXECUTED this 26th day of December, 1979.

MAURICE W. BROWN

BONNIE J. BROWN

178339

RECORDED December 31 1979 9:00 A.M.
IN BOOK 58 O & G PAGE 461
FEES $ 8.00 Lucy Lake COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 26th day of December, 1979, by MAURICE W. BROWN and BONNIE J. BROWN.

Witness my official hand and seal.

My commission expires: 9-5-83

LOIS I. STEVENS Notary Public
County of Laramie State of Wyoming
My Commission expires August

Notary Public

[redacted] [redacted] [redacted]

(Attached to and forming a part of Assignment of Overriding Royalty Interest dated December 26, 1979)

EXHIBIT "A"

Lease Serial No. (1)	Description of Lands Subject to the Lease (2)	Overriding Royalty Interest Assigned
70-12869	T. 36 N., R. 111 W., 6th P.M. Sec. 16: All	4% of 8/8

(1) State of Wyoming Oil and Gas Lease

(2) Sublette County, Wyoming

INSTRUMENT 464 OF SURRENDER

WHEREAS, the undersigned, are/is the present record owner/owners and holder/holders of the Oil and Gas lease/leases recorded in the Office of the County Clerk and Recorder of the County of Sublette, State of Wyoming, and described below:

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK PAGE
WY 00919 Ruth E. O'Neil Myers Township 33 North, Range 113 West, 6th PM Section 4: Lots 1, 2, S½NE¼	August 28, 1969	Book 44 Page 287 O&G
Township 34 North, Range 113 West, 6th PM Section 17: SW¼NW¼, N½SW¼; Section 18: SE¼NE¼, W½NE¼, E½NW¼, Lots 3, 4, E½SW¼, SW¼SE¼, NE¼SE¼; Section 20: SW¼NE¼, E½SW¼, SE¼; Section 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼; Section 29: SW¼SE¼; Section 32: NE¼, N½SE¼, SE¼SE¼; Section 33: SW¼, SW¼SE¼		

WHEREAS, under the terms of said lease/leases, lessee is given the right at any time or times to release and surrender all or any portion of said lease/leases and thereafter be relieved of any and all obligations under said lease/leases;

NOW, THEREFORE, the undersigned do/does hereby cancel, release, relinquish, surrender and quitclaim unto the lessor/lessor named in said lease/leases, his/her/their heirs, successors, representatives and assigns, all of his/her/their right, title and interest in and to said lease/leases.

DATED THIS 15th DAY OF September, 1979.

ATTEST:

Michael D. Shepard, Secretary

DEPCO, Inc.

By _____
K. G. Ranum, Vice President

DAVIS OIL COMPANY, a Partnership

By: _____
Paul Messinger, Attorney in Fact

178363

RECORDED ____ M.
IN BOOK ____
FEES $ ____
SUBLETTE COUNTY CLERK

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1 September, 1979, by K. G. Ranum, Vice President of DEPCO, Inc. a Delaware corporation on behalf of said corporation.

My commission expires:

March 1, 1981

Notary Public

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 1979, by _____, _____ President of Davis Oil Company a _____ corporation on behalf of said corporation.

My commission expires:

_____

Notary Public

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 1979, by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires: November 13, 1982.

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

Judy P. Clifton
3400 Peachtree Road NE, Suite 431
Atlanta, Georgia 30326

W 56739
(Serial Number)

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

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

T 30 N, R 114 W, 6th Prin Mer
Sec 30: Lots 3, 4, E½SW¼
Sec 31: Lot s 1, 2, 3, 4, W½E½
Sec 32: All

U. S. Geological Survey
Lands in lease
Code 1978

Containing a total of **1122.27** acres	Annual Rental $ 561.50

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 1976

THE UNITED

By [signature] [illegible]
(Signature of [illegible]ning Officer)

Chief
Oil & Gas Section
(Title)

NOV [illegible] 1976
(Date)

178367

RECORDED January 3 1989 7:00 A M
IN BOOK 3-B O & G PAGE 6
FEE $10.00 Lucy Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] TERMS

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

Sec. 2. The lessee agrees:

(a) *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, 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 in 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 furnished by an operator on 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) *Drainage 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 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 paid into different funds than are those of this lease, or in lieu of any part of such drilling and protection, 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 option 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 may be properly and timely developed and produced in accordance with good operating practice.

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

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

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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, posted prices, and to other relevant matters and, whenever appropriate, after 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 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 at cost to lessor, unless otherwise agreed to by the parties, 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.

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 that the lease cannot be successfully operated under the terms provided herein.

Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the proper office, to the order of the Bureau of Land Management at the depository mentioned in the regulation 43 CFR 3102.2. If there is 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 considered timely if made on the next official working day.

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

(h) *Well record.*—[redacted]ily drilling record, a log, and complete information on all wells, 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 is specifically 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 assessments, 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 Sept. 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) *Compliance by purchasers of products with applicable rules and withdrawal authorization.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same all or 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 gas [illegible], 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. 351-359).

(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 covered herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be prescribed by the laws reserving such oil or gas.

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

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

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

(s) *Deliver premises in 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) *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 deposits or to dispose of any resource in such lands, which will not unduly interfere with operations under this lease.

(c) *Rules, regulations, 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 directed 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 lessee or any purchaser of the rights of the lessee.

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

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

Sec. 4. *Drilling and production 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. *Disposal 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 such period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Procedure 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 nonperformance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be terminated 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 [illegible] shall extend to and be binding upon, [illegible] 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 41 CFR 7.4(a)(1), shall be admitted to any share in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. 3741 of the Revised [illegible] of the United States, [illegible] and 433, Title 18, U.S.C., [illegible] and form a part of this [illegible]

No occupancy or other surface disturbance will be allowed on slopes in excess of 35 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

In order to minimize watershed damage, exploration, drilling, and other development activity will be allowed only during the period from May 15 to March 31. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer (*address, city, state, zip code*)

GEOLOGICAL SURVEY
P. O. BOX [illegible]
CASPER, WY 82601

Management Agency (*name*)

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

Address (*address, city, state*)

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 [illegible] 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 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.

(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 849-356

469

470

Form 3106–5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1509

Serial No.
WY 30122

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

[redacted]

178368

RECORDED January 3 AT 8:50 A.M.
IN BOOK 94
FEES $ Dept. Rights CLERK
SUBLITE CO.

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

[redacted] acres, Sublette County, Wyoming
T. 32 N., R. 114 W.
Section 30: Lots 3, 4, E½ SW¼
Section 31: Lots 1, 2, 3, 4, W½ E½
Section 32: All

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 23rd day of February, 1978.

Judy P. Clifton
(Assignor's Signature)

[redacted] Suite 431
(Assignor's Address)

Atlanta, Georgia 30326
(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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1978

By Alma M. Jones
(Authorized Officer)
Chief, Oil & Gas Section

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

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

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

Executed this 27th day of February, 1973

[redacted]
(Assignee's Signature)

3400 Peachtree Center Bldg., Inc.
Atlanta, Georgia 303[illegible]
(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

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 of assignment.

2-71

472

THE STATE OF GEORGIA)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me, the undersigned, a Notary Public in and for said County and State, by Judy P. Clifton. This acknowledgement is to be attached to and become a part of Assignment Affecting Record Title to Oil and Gas Lease WY-56739 of same date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23rd day of February, 1978.

My Commission Expires

Notary Public

Form 3106–5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Mesa Petroleum Co.
P.O. Box 2009
Amarillo, Texas 79189

178369

RECORDED January 3 1974 at 9:00 A.M.
IN BOOK 0 & G
FEES $
COUNTY CLERK
SCOTTS BLUFF COUNTY, NEBRASKA

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) December 1, 1970, 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 3101.2-5)

1122.27 acres, more or less, Scotts Bluff County, Nebraska
T. 20N., R. 54W., 6th P.M.
Section 30: Lots 3, 4, E½SW¼
Section 31: Lots 1, 2, 3, 4, E½W½
Section 32: All

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? -0-

What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage) -0-

What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) -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.

Rider has been attached to and made a part of this assignment.

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 1st day of August, 1973.

John H. Clifton
(Assignor's Signature)

John H. Clifton
Judy O. Clifton

(Assignor's Address)
Owner

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LANDS DESCRIBED ABOVE

Assignment approved effective OCT 1 1973

By Thomas M. Bruce
(Authorized Officer)

(Title) (Date)

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RIDER TO BE ATTACHED TO AND BECOME A PART OF LEASE ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE WY-56739 BETWEEN JOHN H. CLIFTON AND MESA PETROLEUM CO.

If the assignee herein, its successors or assigns, elects to surrender this lease or intends to allow same to terminate by non-payment of rental, as to all or any part of the lands covered hereby, he will so advise the herein assignor in writing at least 45 days before the next rental date. If the assignor elects in writing or by telegram within 15 days after receipt of such advice to receive assignment of the lease, or the portion thereof which the assignee proposes to surrender, the assignee will promptly deliver such assignment in proper form to the assignor, free and clear of all encumbrances created by and through the assignee.

[redacted] [redacted] [redacted]

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.

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 3rd day of August, 1979.

[redacted]
(Assignee's Signature)

[redacted]
(Address, include 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 STATE OF GEORGIA)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me, the undersigned, a Notary Public in and for said County and State, by John H. Clifton and his wife, Judy P. Clifton. This acknowledgement is to be attached to and become a part of Assignment Affecting Record Title to Oil and Gas Lease WY-56739 of same date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1st day of August, 1979.

Leona M. Cleveland

My Commission Expires
March 19, 1982

Leona M. Cleveland, Notary Public
in and for the State at Large

(Items not specifically mentioned are self-explanatory)

PART I

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

PART II

Certification of assignee

If assignee is an association or partnership, assignee furnish a certified copy of its articles of association or ...ship, 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 ...ers, and (c) names and addresses of members controlling, ...than 10% interest.

If assignee is a corporation, it must submit a statement ...aining the following information: (a) State in which it was ...porated, (b) that it is authorized to hold oil and gas ...ses; (c) that officer executing assignment is authorized ... behalf of the corporation in such matters, and (d) per...age of voting stock and percentage of stock owned by ...ations or their nominees which are held by citizens of the United States. If 10 percent or more of the stock is owned or controlled by a single shareholder or by nominee or nominees, a statement must be furnished giving the name of the shareholder, percentage of such ownership, and whether or not the shareholder is a citizen of the United States.

If assignee is qualified to hold oil and gas leases but previously has furnished the proper bond to cover the lease described by serial number in the assignment, which bond is to be used together with a statement to that effect, this fact should be stated. Otherwise, a bond must be furnished with the assignment (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 given, the nature and extent of the interest, the nature of agreement between them, if oral, a full description, if written, a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold oil and gas interests. Separate statements and written agreements must be filed no later than the time of filing the assignment.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated 12/1/69, executed by U.S.A. W-21774

as Lessor(s), and Frank A. Danner

as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette, State of Wyoming, as assigned in Book 45 O&G at Page 349, only insofar as said lease covers the following described land in said County and State, to-wit:

Township 28 North-Range 110 West, 6th P.M.
Section 5: Lots 1,2,3,4, S½
Section 6: Lot 4, S½SE¼
Section 7: E½
Section 8: All

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 or Register of Deeds.

When recorded
Return to FARMERS UNION CENTRAL EXCHANGE, INC.
P. O. Box 126, Laurel, Mont. 59044

Executed this 4th day of January, 19 80

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By: J. R. Keating, Assistant Secretary

178389

RECORDED January 7 19 80 8:00 A.M
IN BOOK 58 O & G PAGE 476
FEES $ 4.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Lange

STATE OF MONTANA } ss.
COUNTY OF YELLOWSTONE }

On this 4th day of January, A. D. 19 80, before me personally appeared J. R. Keating, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. R. Keating acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

PAULINE B. PEARSON Notary Public
Residing at: Notary Public for the State of Montana, Residing at Billings, Montana.
My Commission expires February 1, 1980.

My Commission expires _____

J-851
FORM 16036

476

4-79

09-555-2

Form Approved by
Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 78- 0587

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

1. H. M. LANE JR.
(Name of Applicant)
1215 Hibernia Bank Building
(Number and Street)
New Orleans, LA 70112
(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. 31 N., R. 114 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 472	This lease embraces the area and the land described in item 2.
Sec. 16 E½ Sec. 36 E½	
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 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: .....

(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 July, 19 78

Lessee: H. M. LANE JR. (Lessee Signature)

(Lessee Signature)

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

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

Signed on AUG 10 1978

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

By ..... Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

EFFECTIVE DATE OF LEASE August 2, 1978

Examined: [redacted] [redacted]

[redacted] [redacted] [redacted]

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in or under the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned on the payment of all rentals and royalties owing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned for the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise disposed. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

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

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor annually, or beginning with the effective date hereof, an annual rental of 50¢ per acre or fraction thereof, and failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day on which the State Land Office is closed, payment shall be deemed timely if made on the next succeeding 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 subsequent to 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 applicable law. Such rental so paid for any one year shall be credited on the royalty for that year. Lessee shall have no obligation hereunder to give lessor advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by the lessee are: (1) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (2) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved, sold or 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 hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by statute, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor and the determination of the value of natural gasoline the fair cost of extraction shall be considered a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the royalty for gas or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the casinghead gasoline extracted therefrom, royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the waste gas thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(f) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual or the corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons free of cost on the premises where produced or to the credit of the lessor, and in lieu of such royalties as the lessee agrees to pay the lessor the fair market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved. When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas or other kindred hydrocarbons shall be good merchantable oil, gas or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises or at such place as the lessor and the lessee may mutually agree upon in writing, and the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond its control.

The free storage of oil, as herein provided, shall exist only as long as the said oil is the property of the lessor.

(g) MEASUREMENTS OF PRODUCTION. To accurately measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report such production to the lessor as provided hereinafter.

(h) To keep all books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original print-line reports showing the date, month, year, amount of gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(i) 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 practicable from the land hereby leased, and the quantity and quality of the production per well where practicable from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of reports prescribed by the lessor.

(j) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells on and production from adjoining lands.

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

(k) 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 correct layout of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

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

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

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

(m) DILIGENT PREVENTION OF WASTE. To exercise due diligence in drilling, producing and operating all wells on the land covered hereby, unless excused by said proper operating officials as granted by the lessor, to carry on all operations hereunder in a good and workmanlike manner in accordance with approved method and practice, having due regard for the prevention of waste of oil and for the entrance of water to the oil or gas bearing sands to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees, to pay promptly as an approved royalty as may well before of shooting it and not to abandon any well without permission of the lessor, not to shoot any well within one hundred (100) feet of any of the oil or gas bearing strata of the land covered hereby unless to protect against drainage by wells drilled on lands adjoining, less than 200 feet from the property line, and not to conduct all operations hereunder 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 including the removal and destruction of derelict casing and repair of wells, determination of drainage operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair the same or provide such casing at the lessee's expense. It is agreed that all operations hereunder shall be conducted in accordance with all applicable regulations prescribed by the lessor, or the Board of Land Commissioners, or other duly authorized agency of the State of Wyoming, for the protection of other lands from the effects of water, oil or gas penetrating the same from the lands covered hereby, and for all other purposes, and that the lessee shall not be held responsible for acts of trespassers or acts beyond his control.

(n) TAXES AND WAGES; FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all work men and employees complete freedom of purchase, and to pay all wages for workmen and employees in conformance with the laws of the State of Wyoming.

(o) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations hereunder and the Wyoming Blue Sky Law.

(p) ASSIGNMENTS OF LEASE, PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein or enter into any agreement or understanding pertaining to the operation of the leased premises or the sale or disposition of the production therefrom without the written consent of the lessor first had and obtained.

All conveyances or transfers to be valid must first be approved by the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(q) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operations of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming so long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these covenants shall not be construed to prevent [illegible] equitable remedy [illegible] have. A waiver [illegible] any particular cause or forfeiture shall not prevent [illegible] the cancellation and forfeiture of this lease for [illegible] other cause of forfeiture, or for the same [illegible] occurring at any other time.

SECTION 6. [illegible] RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged, stating therein that no operations have been conducted on the land. The relinquishment so shall be effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by lessee therein. If the said relinquishment fails to state that no operations have been conducted on the land, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on the land to be relinquished the lessee shall prior to filing with the Commissioner a surrender or relinquishment as above provided, plug and abandon all wells thereon that may be required by the Board to be plugged and abandoned, and the lessee shall become thereupon released of all obligations as to the land to be relinquished, except as to any liability that may have accrued prior to the approval of such relinquishment. All rentals, royalties or other payments payable by lessee under the lease to the date of relinquishment to the Commissioner of Public Lands shall be paid by lessee. Relinquishment shall not be effective until approved by the Board. Upon the effective date there shall be no recovery by lessee and the lessee or its sureties shall not be released from any liability for breach of any obligation of the lease with respect to the land relinquished.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors of or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands and Title 11, Wyoming Statutes 1957, as to Farm Loan Board Lands, and rules and regulations promulgated by the Board of Land Commissioners.

U78

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 & Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in the Pioneer Building, 2424 Pioneer Avenue of Cheyenne, Wyoming on this 10th day of August, A. D. 19 78.

A. E. KING
COMMISSIONER OF PUBLIC LANDS

SLO-25

178448

RECORDED Jan 14 1980 8:00 A M
IN BOOK 58 D & T PAGE 477
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ehmke

78- 0587

ADDENDUM TO LEASE

The following lease provisions are attached to and made a part of the foregoing lease for oil and gas and shall be executed as part thereof:

SECTION 3. (c) is amended by adding the following paragraph:

"The leased lands will not be committed to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Sec. 3(e), below."

SECTION 3. is further amended by adding a new paragraph (e) as follows:

"In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept, a bona fide offer from a purchaser who intends to sell or transport the gas into inter-state commerce and that one or more intrastate purchasers (i.e. purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming."

Date: AUG 10 1978

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

BY: _____
Commissioner of Public Lands-
Secretary

LESSEE:

BY: _____

480

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, H. M. Lane, 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 78-587, and covering land situate in Sublette County, Counties, described as follows:

Township 31 North, Range 114 West, 6th P.M.
Section 16: E½
Section 36: E½

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 Mesa Petroleum Co., P. O. Box 2009, of Amarillo, Texas 79189, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 31 North, Range 114 West, 6th P.M.
Section 16: E½
Section 36: E½

and containing 640.00 acres, more or less, reserving, however, unto assignor a production payment of $4,000.00 per acre out of five percent (5%) of all production, as per the attached rider.

TO HAVE AND TO HOLD unto the said Mesa Petroleum Co., 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 executed this 13th day of AUGUST, 1979

WITNESS: Sonja Schwab

H. M. LANE, JR. — Assignor-Lessee

By ..... President

Attest

(SEAL) ..... Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of LOUISIANA
County of PARISH OF ORLEANS } ss.
XXXXX

On this 13th day of AUGUST, A. D. 19 79, before me personally appeared H. M. LANE, 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 13th day of AUGUST, A. D. 19 79

ARMIDA F. LeBLANC, NOTARY PUBLIC
PARISH OF ORLEANS, LA.
MY COMMISSION EXPIRES AT MY DEATH

Armida F. Le Blanc
Notary Public

My commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

} 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: November 1, 1979 payment of any overriding royalty without binding the State for the

Assignment recorded in the Office of the Commissioner of Public Lands: January 4, 19

(Fee for recording this form of assignment is $10.00. If other terms are desired in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.) fb

PRAIRIE PUB. CO.—FORM 1032
(REV. 1-68)

481

Assignor hereby excepts and reserves an obligation equal to $ 4,000.00 per acre for the number of acres assigned hereby, the same to be paid out of FIVE PERCENT (5%) of the proceeds of sale [redacted] 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 8/13/79

Signed for Identification

CASPER PRESS
CASPER, WY

178119

RECORDED June 14 1980 8:40 A.M.
IN BOOK 58 Pr J PAGE 481
FEES $6.00 Lois J. Yadon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stuart

NORTHWEST PIPELINE CORPORATION

TO: Richard S. Shannon, III
3098 South Pennsylvania Street
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 Richard S. Shannon, III, and Robert S. Brown, Trustees for The Richard Stoll Shannon, III, et. Trusts, Seller, made and entered into a certain Gas Purchase Contract dated December 19, 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.

178450

RECORDED June 14 1980 8:00 A M
IN BOOK 58 O & G PAGE 483
FEES $12.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M 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 1979.

NORTHWEST PIPELINE CORPORATION

ATTEST:

Barbara Moreno
ASSISTANT SECRETARY

By R. W. Keener
R. W. Keener, Vice President

WITNESS:

Richard S. Shannon, III, Trustee for The Richard Stoll Shannon, III Trust, The Kathryne Elizabeth Shannon Trust, The Elizabeth Ann Shannon Trust, The Margaret Patricia Shannon Trust, and The Margaret Shannon Trust

Charles L Reydale

Richard S. Shannon III

WITNESS:

Robert S. Brown, Trustee for The Richard Stoll Shannon, III, Trust, The Kathryne Elizabeth Shannon Trust, The Margaret Patricia Shannon Trust, and the Margaret Shannon Trust

Charles L Reydale

Robert S. Brown

STATE OF Colorado

COUNTY OF Denver

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Robert S. Brown, Trustee of The Richard Stoll Shannon, III, et al. Trusts, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of December, 1979.

My Commission Expires Sept. 19, 1981

Lois A. Underhill
Notary Public
Residing at Denver, Colo.

STATE OF Colorado

COUNTY OF Denver

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard S. Shannon, III, Trustee of The Richard Stoll Shannon, III, et al. Trusts, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of December, 1979.

My Commission Expires Sept. 19, 1981

Lois A. Underhill
Notary Public
Residing at Denver, Colo.

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. Kleven, 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 19th day of December, 1979.

Sheila C. Rockwood
Notary Public
Residing at Holladay, Utah

My Commission Expires 7-27-82

STATE OF _____

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared B. W. Kellum, 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 19th day of December, 1979.

Sheila C. Redwood
Notary Public
Residing at Holladay, Utah

My Commission Expires 7-27-82

STATE OF _____

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

4188

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-61391

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Amoco Production Company
Security Life Building
Denver, Colorado 80202

1.

RECORDED Jan 15 1980 9:00 A M
IN BOOK 58 Misc PAGE 4188
FEES $8.00 Lou J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

178467

The undersigned, as owner of **100** percent of record title of the above-designated oil and gas lease issued effective *(date)* **December 1, 1977**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 30 North, Range 106 West, 6th P.M.
Section 10: NW/4
Section 17: SW/4
Section 18: E/2 W/2, SE/4
Section 20: W/2
Section 28: SW/4

Containing 1120 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.)* **Two percent (2%) Overriding Royalty**

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

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

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

Executed this 10th day of October, 1979

Jas. O Breene
(Assignor's Signature)
Jas. O. Breene, Jr.

1700 Broadway, #1219
(Assignor's Address)

Denver (City) **Colorado** (State) **80290** (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 1979

By Glenna M. Pierce
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 28 1979
(Date)

NOTE: [redacted] orm may be reproduced provided that cop[redacted] ect reproductions on one sheet of both s[redacted] his official form in accordance with the provisions of 43 CFR 3

[redacted] [redacted] [redacted]

...RT II

...IGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFI...

1. Assignee is over t... ...of majority
2. Assignee is a citi... ...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,...0 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio...s in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assign...nt 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 t...r-signed's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate 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 ...tion created by assignment but not set out therein ...payments out of production are reserved by assignor, ...ribe in detail the amount, method of payment, and ...rtinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate ...ses. 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.

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

Richard S. Shannon, III, and Robert S. Brown, Trustees

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
U. S. Oil & Gas Lease - Evanston 022972(A)					
Township 27 North - Range 114 West					
Section 13: E/2 E/2 Section 24: E/2 E/2		320	100%	320	HBP

This lease is committed to all the terms and provisions of the Hogsback Unit Agreement dated November 1, 1954 and the Hogsback Unit Operating Agreement dated September 1, 1957 and all subsequent amendments thereto.

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 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 under the terms of this paragraph shall be free and clear of all burden encumbrances or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

WYOMING-COLORADO INDIVIDUAL ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 19 79, by Jas. O. Breene, Jr.

Witness my hand and official seal.

Judy De Marco
Notary Public

My Commission Expires: November 7, 1979

636905

KF 8-32468 491 Canc. 07-79 L

BLANKET RELEASE OF OIL AND GAS LEASES

Sublette County, State of Wyoming

GULF OIL CORPORATION, acting through **GULF OIL EXPLORATION AND PRODUCTION CO.,** a division of GULF OIL CORPORATION, Three Twenty Four Bldg., Oklahoma City, Oklahoma 73102, does hereby release, relinquish, and surrender the oil and gas mining leases located in the above named County and State, and described in the Schedule of Leases hereto annexed and made a part hereof insofar as they cover the land described in said Schedule of Leases.

DATED this 7th day of December 79.

178513

GULF OIL CORPORATION

By J. E. Hooks Attorney in Fact

Jan 16 1980 2:22 PM
Book 255 Misc. PAGE 422
Patricia Guier COUNTY CLERK
PINEDALE, WYOMING

ACKNOWLEDGMENT — ATTORNEY IN FACT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 2nd day of January, 1980, by J. E. Hooks, Attorney-in-Fact for Gulf Oil Corporation.

Witness my hand and official seal.

My Commission Expires July 19, 1982

Catherine G. Lawson - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 19, 1982

Catherine G. Lawson Notary Public

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA } SS. New Mexico, Utah, Wyoming

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

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

_____
Notary Public

My commission expires _____

ACKNOWLEDGMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA } SS. Arkansas

On this _____ day of _____, 19__, before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged himself to be the Attorney in Fact of GULF OIL CORPORATION, a corporation, and that he, as such Attorney in Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Attorney in Fact.

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

_____
Notary Public

My commission expires _____

Sublette County, State of Wyoming

Description

Lease No. 8-32468-00
Date 2-15-74
Lessor William T. Wills, et ux
Lessee Gulf Oil Corp.
Recorded - Book 50 Page 437

SEE BELOW FOR LAND DESCRIPTION

A portion of the N/2 SE/4 NW/4 of Section 19 described by metes and bounds as follows: Beginning at point 1 which 1980' South and 108' West of the North Quarter corner of said Section 19, thence West 1212 feet, thence North 660 feet, thence East 116 feet to the highway right-of-way fence, thence along the highway right-of-way 1303 feet to the point of beginning, containing 12.60 acres, more or less, lying wholly within the N/2 SE/4 NW/4 of Section 19; and a tract of land in Section 19 described by metes and bounds as follows: Beginning at point No. 1 which is 2098 feet South of the North Quarter corner of Section 19, thence South 44 degrees 20 minutes East 600 feet along West right-of-way fence of highway 187 to Corner No. 2; thence South 45 degrees 40 minutes West 586.1 feet to Corner No. 3, thence North 838.9 feet to Corner No. 1, the point of beginning, containing 4.10 acres, more or less; and a portion of the SW/4 NE/4 of Section 19 described by metes and bounds as follows: Beginning at a point 1, which is South 2640 feet and 315 feet East from the North Quarter corner of said Section 19, thence North 45 degrees 40 minutes East 148 feet, thence South 44 degrees 20 minutes East 150 feet, thence West 212 feet to the point of beginning, containing 0.25 acres, more or less, lying wholly within the SW/4 NE/4 of Section 19; and a portion of the NW/4 SE/4 of Section 19 described by metes and bounds as follows: Beginning at a point 1 which is South 2945 feet from the North Quarter corner of said Section 19, thence North 45 degrees 40 minutes East 438 feet, thence East 212 feet, thence South 44 degrees 20 minutes East 1282 feet, thence South 503 feet, thence West 1320 feet, thence North 1015 feet to point of beginning, containing 32.0 acres, more or less, lying wholly within the NW/4 SE/4 of said Section 19; and a portion of the NE/4 SE/4 of Section 19 described by metes and bounds as follows: Beginning at point 1 which is 3960 feet South and 1320 feet East of the North Quarter corner of said Section 19, thence North 503 feet, thence South 44 degrees 20 minutes East 710 feet, thence West 498 feet to the point of beginning, containing 2.87 acres, more or less, lying wholly within the NE/4 SE/4 of said Section 19; and a portion of the N/2 SE/4 SE/4 of Section 19 described by metes and bounds as follows: Beginning at point 1, which is South 3960 feet and East 1320 feet from the North Quarter corner of said Section 19, thence East 498 feet, thence South 44 degrees 20 minutes East 890 feet, thence West 1132 feet, thence North 660 feet to point of beginning, containing 12.80 acres, more or less, lying wholly within the N/2 SE/4 SE/4 of said Section 19, all in Township 38 North, Range 113 West.

Lease No. 8-32598-01
Date 2-15-74
Lessor Miller Land and Livestock Co.
Lessee Gulf Oil Corp.
Recorded - Book 50 Page 495

TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P.M.

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

~~Lease No.~~
~~Date~~
~~Lessor~~
~~Lessee~~
~~Recorded - Book Page~~

Lease No. 8-33998-00
Date 2-25-74
Lessor Victor E. Mack, et al
Lessee Gulf Oil Corp.
Recorded - Book 50 Page 508

TOWNSHIP 38 NORTH, RANGE 113 WEST, 6th P.M.

Sec. 34: SE/4 SE/4, more particularly described as follows: Beginning at Corner No. 1, which is the NE Corner of the SE/4 SE/4 of said section, thence South 208.5 feet to Corner No. 2, which is on the South side of Jack Creek, thence West 208.5 feet to Corner No. 3, thence North 208.5 feet to Corner No. 4, thence East 208.5 feet to Corner No. 1, the point of beginning. Containing 1.0 acres, more or less.
Sec. 35: SW/4

~~Lease No.~~
~~Date~~
~~Lessor~~
~~Lessee~~
~~Recorded - Book Page~~

Return To:
Gulf Oil Exploration and Production Co.
Three Twenty Four Building
Oklahoma City, OK 73102

493

1-23-8200

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
Wyoming 36422

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Energetics, Inc.
102 Inverness Terrace East
Englewood, Colorado 80112

178520

Jan. 21 1980 8:45A M
Book 58 Oil & Gas Page 493
Fee $ 8.00 Laura J. York County Clerk
Sublette County, Pinedale, Wyoming
by Dorothy M. Stine

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: W½,SE¼
Section 26: All

containing 2080.00 acres, more or less, in Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 60%

4. What part of the record title interest is being retained by assignor(s)? 40% (forty percent)

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 5th day of September, 19 79

TRUE OIL COMPANY

(Assignor's Signature)
J. D. Milliken, Attorney-in-Fact
Qualifications on file under W-56943

P. O. Drawer 2360, Casper, WY 82602
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1979 By _____
(Authorized Officer)
ACTING Chief, Oil & Gas Section
(Title)
DEC 31 1979
(Date)

WY-934-602

NOTE: This [illegible] may be reproduced provided that copies are in accordance with the provisions of 43 CFR 3[illegible] productions on one sheet of both sides [illegible] official form [illegible]

[redacted] [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 3rd **day of** October , 19 79

ATTEST: SEAL

Assistant Secretary

ENERGETICS, INC.

P. D. Maher **(Assignee's Signature)**
Executive Vice President

102 Inverness Terrace East
Englewood, CO 80112

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

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

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

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged by J. D. MILLIKEN, Attorney-in-Fact for TRUE OIL COMPANY, before me this 5th day of May, 1979.

Witness my hand and official seal.

My Commission Expires:

Sept. 10, 1980

Linda Jensen
NOTARY PUBLIC
Natrona County, Wyoming

Form 3106
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1-2

FORM APPROVED
OMB NO. 42-R1599

Serial No.
Wyoming 34033

New Serial No.

002200 ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Energetics, Inc.
102 Inverness Terrace East
Englewood, Colorado 80112

1.

178521

RECORDED Jan 21 1980 8:45A M
BOOK 58 Q & S PAGE 496
FEES $8.00 Sandy 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)* 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
Section 29: NE¼NE¼

containing 40.00 acres, more or less, in Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Two and one-half percent (2½%) (6½X40%)

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

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

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

Executed this 5th day of September, 1979

TRUE OIL COMPANY

(Assignor's Signature)

P. O. Drawer 2360, Casper, WY 82602
(Assignor's Address)

J. D. Milliken, Attorney-in-Fact
Qualifications on file under W-56943

(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 1979 By [signature]
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 31 1979
(Date)

WY-265-002

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

FOR GRANTOR

496

PART II 497

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.

MONTANA 065500

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

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

Executed this 3rd day of October , 1979

ATTEST: ENERGETICS SEAL COLO.

Assistant Secretary

ENERGETICS, INC.

P. D. Maher (Assignee's Signature)
Executive Vice President

102 Inverness Terrace East
Englewood, CO 80112
(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) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

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

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

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged by J. D. MILLIKEN, Attorney-In-Fact for TRUE OIL COMPANY, before me this 5th day of September, 19 79.

Witness my hand and official seal.

My Commission Expires:

LINDA JULIA
NOTARY PUBLIC
Natrona County, Wyoming
My Comm. Expires Sept. 10, 1979

Linda Julia

499

Billings Blue Print
Billings, Montana

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-51347

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Ada Wood
P. O. Box 1615
Billings, Mt. 59103
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
W. C. Kaufman	P. O. Box 1615	One-half of one percent

178540

Jan 23 1980 8:00 A
58 O&G PAGE 499
& 4.00 Fee Paid
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
by Dorothy M. Evans

Being in all a total of an undivided One-half of one percent (½ of 1%)
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 111 West 6th P.M.

Section 5: W½
Section 6: S½NE¼, SE¼
Section 7: NE¼
Section 8: NW¼, N½SW¼

Containing 960 acres, more or less.

WITNESS our hands this 1st day of September, 1979

Witnesses:

Ada Wood

STATE OF Montana
} ss.
COUNTY OF Yellowstone

On the 1st day of September, 1979, before me personally appeared Ada Wood
the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires:
December 11, 1981

Notary Public

Residing in Huntley, Mt. 59037

ASSIGNMENT OF
LEASE OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS THAT:

THE UNDERSIGNED, C F BRAUN & CO, as to an undivided fifty percent, DYCO PETROLEUM CORPORATION, as to an undivided twenty-five percent, and PETROLEUM, INC, as to an undivided twenty-five percent, hereinafter called Assignor, for and in consideration of One Dollar ($1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto EXXON CORPORATION, hereinafter called Assignee, an undivided fifty percent (50%) of all of the operating rights from the surface of the ground down to a depth of 8,010 feet beneath the surface in the following-described Federal Oil and Gas Lease:

Federal Oil and Gas Lease Serial Number W-0311662 dated October 1, 1964, 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 8: Lots 2 thru 20

Containing 677.75 acres, more or less

together with the undivided interest in the Fogarty Creek Unit Well Number 1-8, well equipment, fixtures and personal property appurtaining thereto, as to formations from the surface of the ground down to a depth of 8,010 feet, obtained by multiplying the operating rights interest assigned hereby (50%) by a fraction having as its numerator the number of surface acres in the lands described above lying within the Participating Area B (Lots 11-14, 17-20) and as its denominator the total number of surface acres in Participating Area B for the Frontier Formation, Fogarty Creek Unit, Sublette County, Wyoming, being 50% of 319.76/1523.19 acres.

This Assignment of Lease Operating Rights is subject to the following terms and conditions:

1. Assignee has accepted this Assignment of Lease Operating Rights as to the depth limitation described herein in lieu of the 1/16th of 8/8ths overriding royalty interest reserved by Assignee in that certain Assignment of Lease Operating Rights dated January 27, 1975, recorded in Book 53, Page 492, from Assignee to Assignor, which overriding royalty interest is converted to an operating rights interest in the lands and depth specified herein by reason of payout of the Fogarty Creek Unit Well Number 1-8 on the effective dates of this instrument.

178541

RECORD: January 23 1980 8:00 A.
IN BOOK 58 Misc P. 500
FEES $4.00 Recording Fee

500

2. This Assignment of Lease Operating Rights is made without warranty of title, either express or implied. This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED this 15th day of December, 1978, effective as of March 1, 1977 for C F Braun & Co and Dyco Petroleum Corporation and as of April 1, 1977 for Petroleum, Inc, at 7:00 a.m.

ASSIGNOR

C F BRAUN & CO

By _____
Attorney-in-Fact

ATTEST:

DYCO PETROLEUM CORPORATION

By _____
CARROLL T. ROOSE
VICE PRESIDENT

PETROLEUM, INC

By _____
DARRYL EMMERT, Attorney-in-Fact

ASSIGNEE

EXXON CORPORATION

Div. Law

BY: _____
L. H. BYRD, ATTORNEY-IN-FACT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

ON December 14, 19 78

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
CITY & COUNTY OF DENVER)

On this 5th day of January, 1979, before me, a Notary Public, personally appeared Carroll T. Rouse, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of Dyco Petroleum Corporation, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires: 12/21/82

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

The foregoing instrument was acknowledged before me this 8th day of January, 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 TEXAS)
COUNTY OF MIDLAND)

On this 17th day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. H. Byrd, as Attorney-in-Fact of EXXON CORPORATION, a New Jersey Corporation. and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act of said corporation, for the uses and purposes therein set forth.

Witness my hand and official seal.

11-30-80
COMMISSION EXPIRATION

NOTARY PUBLIC IN AND FOR MIDLAND COUNTY, TEXAS

503

RECEIVED
MIDLAND

2 6 1979

EXXON
Land Section

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

IN REPLY REFER TO
W 0311662 (943e)
T 28 N, R 114 W

DECISION

December 19, 1979

LESSEE: Exxon Corporation, P. O. Box 1600, Midland, TX 79702

OPERATOR: C F Braun & Co., 1000 S. Fremont Ave., Alhambra, CA 91802
Dyco Petroleum Corp., Suite 1045, 1515 Arapahoe St., Denver, CO 80202
Petroleum, Inc., 500 Colorado State Bank Bldg., Denver, CO 80202

ASSIGNEE: Exxon Corporation

ASSIGNMENT OF DRILLING AND OPERATING AGREEMENT APPROVED

The above-referenced assignment of a drilling and operating agreement is hereby approved.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

This is a conveyance by the above-named operators of 50% interest in operating rights from the surface of the ground down to a depth of 8010 feet beneath the surface in the following lands:

T 28 N, R 114 W, 6th Prin Mer, WY
Sec. 8: Lots 2 thru 20 -- 677.75 acres

Operating rights in all lands (described below) from the surface down to 8010 feet are now held:

T 28 N, R 114 W, 6th Prin Mer, WY	Exxon Corporation	50.0%
Sec. 5: Lots 9,10,14,15,16,17,18,19	C F Braun & Co.	25.0
Sec. 8: Lots 2 thru 20	Dyco Petroleum Corp.	12.5
Sec. 21: W½SW¼, SE¼SW¼	Petroleum, Inc.	12.5
1022.24 acres		

Operating rights in all lands below 8010 feet are held 100% by Exxon Corporation as is record title.

As only one copy of an assignment of operating rights is required for each lease processed, the extra copies are being returned to Exxon Corporation.

(Mrs.) Glenna M. Lane
Chief, Oil and Gas Section

cc:
GS, Casper - 2

WSO 3100-2 (Nov 1976

EXXON LEASE 608695

[redacted] 178342 [redacted]

1.8[redacted]2 60[redacted]

607979

ASSIGNMENT OF OPERATING RIGHTS

June 23 1980 8:00 A.M.
58 Ord 504
filed for record
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK, by Dorothy Wilhelm

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Petro-Search, Inc., C F Braun & Co, the Grayrock Corporation, Adobe Oil & Gas Corporation, and NRM Petroleum Corporation, hereinafter called "Assignors," for and in consideration of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Exxon Corporation, hereinafter called "Assignee," an undivided 50% of all of the operating rights from the surface of the ground down to a depth of 8,850 feet below the surface in the following described Federal Oil and Gas Leases:

Federal Oil and Gas Lease Serial No. W-0317227-A, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.
Section 33: SW/4NW/4SW/4

Containing 10.00 acres, more or less

Federal Oil and Gas Lease Serial No. W-0317228, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.
Section 32: Lots 11, 12, 13, SE/4 of Lot 14

Containing 130.89 acres, more or less

Federal Oil and Gas Lease Serial No. W-0317229, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.
Section 32: S/2 of Lot 8, Lot 9, S/2 of Lot 10

Containing 80.55 acres, more or less

together with the undivided interest in the Fogarty Creek Unit Well No. 1-32, well equipment, fixtures and personal property appurtaining thereto, as to formations from the surface of the ground down to a depth of 8,325 feet, obtained by multiplying the operating rights interest assigned hereby (50%) by a fraction having as its numerator the number of surface acres in the lands described above and as its denominator the total number of surface acres in Participating Area "A" for the Frontier Formation, Fogarty Creek Unit, Sublette County, Wyoming, and together with the undivided interest in the

Request for Approval
In File [illegible]

504

Fogarty Creek Unit Well No. 1-32, well equipment, fixtures and personal property appurtaining thereto, as to formations from 8,325 feet subsurface to a depth of 8,850 feet, obtained by multiplying the operating rights interest assigned hereby (50%) by a fraction having as its numerator the number of surface acres in the lands described above, which are included in the production unit for the Bear River Formation, and as its denominator the total number of surface acres assigned to this well as a production unit for the Bear River Formation.

This Assignment of Operating Rights is subject to the following terms and conditions:

1. Assignee has accepted this Assignment of Operating Rights as to the depth limitation described herein in lieu of the 1/16th of 8/8ths overriding royalty interest reserved by Assignee in that certain Assignment of Operating Rights dated January 26 1976, recorded in Book 54, Page 341, from Assignee to Assignors and in that certain Assignment of Operating Rights dated March 28, 1977, recorded in Book 54, Page 161, from Assignee to Assignors, which overriding royalty interest is converted to an operating rights interest in the lands and depth specified herein by reason of payout of the Fogarty Creek Unit Well #1-32 on the effective date of this instrument.

2. This Assignment of Operating Rights is made without warranty of title, either express or implied. This instrument shall inure to the benefit of and be binding upon Assignors and Assignee, their successors and assigns.

EXECUTED this 30th day of June, 1978, effective July 24, 1977, at 7:00 A.M.

ASSIGNORS:

PETRO-SEARCH, INC.

ATTEST:

By: _____
N. H. Monce, Asst. Secretary

By: _____
J. Warren Guidry, President

WITNESS:

C F BRAUN & CO

By: _____

By: _____
ATTORNEY-IN-FACT

ATTEST:

By: William T. Drozd
William T. Drozd
Secretary-Treasurer

ATTEST:

By: _____
Secretary

THE GRAYROCK CORPORATION

By: _____
John S. Nichols, Vice President

ADOBE OIL & GAS CORPORATION

By: _____
Vice President

ATTEST:

By: Brenda Hughes
Assistant Secretary

NRM PETROLEUM CORPORATION

By: _____
President

ASSIGNEE:

EXXON CORPORATION

Div. Law

By: _____
L. H. Byrd, Attorney-in-Fact

Div. Geol. CS
by JW

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by J. WARREN GUIDRY, as President of PETRO-SEARCH, INC., this 30th day of June, 1978.

WITNESS my hand and official seal.

My Commission expires: October 3, 1981.

_____
Notary Public

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

ON July 12, 19 78
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.

_____
Notary Public in and for said State

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by _____ John S. Nichols, as Vice President of THE GRAYROCK CORPORATION, this 21st day of July, 1978.

WITNESS my hand and official seal.

My Commission expires: 9-9-79.

Nancy S. Stevens
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by N. R. Welcome, as Vice President of ADOBE OIL & GAS CORPORATION, this 27th day of September, 1978.

WITNESS my hand and official seal.

My Commission expires: 10-17-79.

Carolyn Euston
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by _____ D. G. Griffin, as President of NRM PETROLEUM CORPORATION, this 2nd day of October, 1978.

WITNESS my hand and official seal.

My Commission expires: 5-3-80.

Patricia A. Depenbaugh
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by _____ L. N. Byrd, as Attorney in Fact of EXXON CORPORATION, this 12th day of October, 1978.

WITNESS my hand and official seal.

My Commission expires: 11-30-78.

Lena O. Fekle
Notary Public

[redacted]

BUREAU OF LAND MANAGEMENT

[redacted] Office
P. O. Box 1828
Cheyenne, Wyoming 82001

[redacted]

DECISION

December 19, 1979

LESSEE: Exxon Corporation, P. O. Box 1600, Midland, TX 79702

OPERATOR: C Braun & Co., 1000 S. Fremont Ave., Alhambra, CA 91802
Petro-Search, Inc., 825 Petroleum Club Bldg., Denver, CO 80202
The Grayrock Corp., 606 Mercantile Dallas Bldg., Dallas, TX 75201
Adobe Oil & Gas Corp., 717 United Bank Center, Denver, CO 80202
NRM Petroleum Corp., 900 Bldg. of the Southwest, Midland, TX 79701

ASSIGNEE: Exxon Corporation

ASSIGNMENT OF DRILLING AND OPERATING AGREEMENT APPROVED

The above-referenced assignment of a drilling and operating agreement is hereby approved.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

This is a conveyance by the above-named operators of 50% interest in operating rights from the surface of the ground down to a depth of 8850 feet below the surface in the following lands:

T 28 N, R 114 W, 6th Prin Mer, WY
Sec. 33: SW¼NW¼SW¼ -- 10 acres

Operating rights in all lands of this lease (described below) from the surface down to 8850 feet are now held:

T 28 N, R 114 W, 6th Prin Mer, WY
Sec. 33: NW¼, N½SW¼
240 acres

Exxon Corporation	50.00%
Petro-Search, Inc.	12.50
C F Braun & Co.	12.50
The Grayrock Corp.	12.50
Adobe Oil & Gas Corp.	6.25
NRM Petroleum Corporation	6.25

Operating rights in all lands below the specified depth are held 100% by Exxon Corporation as is record title to this lease.

Glenna M. Lane

(Mrs.) Glenna M. Lane
Chief, Oil and Gas Section

cc:
GS, Casper - 2

WSO 3106-2 (Nov 1

EXXON LEASE 608018

508

509

United States Department of the Interior

IN REPLY REFER TO:
W 0317228 (943)
T 28 N, R 114 W

BUREAU OF LAND MANAGEMENT
State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

December 19, 1979

DECISION

LESSEE: Exxon Corporation, P. O. Box 1600, Midland, TX 79702

OPERATOR: C F Braun & Co., 1000 S. Fremont, Alhambra, CA 91802
Petro-Search, Inc., 825 Petroleum Club Bldg., Denver, CO 80202
The Grayrock Corp., 606 Mercantile Dallas Bldg., Dallas, TX 75201
Adobe Oil & Gas Corp., 717 United Bank Center, Denver, CO 80202
NRM Petroleum Corp., 900 Bldg. of the Southwest, Midland, TX 79701

ASSIGNEE: Exxon Corporation

ASSIGNMENT OF DRILLING AND OPERATING AGREEMENT APPROVED

The above-referenced assignment of a drilling and operating agreement is hereby approved.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

This is a conveyance by the above-named operators of 50% interest in operating rights from the surface of the ground down to a depth of 8850 feet below the surface in the following lands:

T 28 N, R 114 W, 6th Prin Mer, WY
Sec. 32: Lots 11, 12, 13, SE¼ of Lot 14 -- 130.89 acres

Operating rights in all lands of this lease (described below) from the surface down to 8850 feet are now held:

T 28 N, R 114 W, 6th Prin Mer, WY
Sec. 28: E½NW¼
Sec. 32: Lots 11,12,13,14,15
259.37 acres

Exxon Corporation	50.00%
Petro-Search, Inc.	12.50
C F Braun & Co.	12.50
The Grayrock Corporation	12.50
Adobe Oil & Gas Corp.	6.25
NRM Petroleum Corporation	6.25

Operating rights in all lands below the specified depth are held 100% by Exxon Corporation as is record title to this lease.

Glenna M. Lane

(Mrs.) Glenna M. Lane
Chief, Oil and Gas Section

cc:
GS, Casper - 2

WSO [illegible] (Nov 19,

EXXON LEASE 608721

[redacted] IN REPLY REFER TO

United States Department of the Interior [redacted]

W 0317229 (943e)
T 28 N, R 114 W

BUREAU OF LAND MANAGEMENT
State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

December 19, 1979

DECISION

LESSEE: Exxon Corporation, P. O. Box 1600, Midland, TX 79702

C F Braun & Co., 1000 S. Fremont, Alhambra, CA 91802
Petro-Search, Inc., 825 Petroleum Club Bldg., Denver, CO 80202
OPERATOR: The Grayrock Corp., 606 Mercantile Dallas Bldg., Dallas, TX 75201
Adobe Oil & Gas Corp., 717 United Bank Center, Denver, CO 80202
NRM Petroleum Corp., 900 Bldg. of the Southwest, Midland, TX 79701

ASSIGNEE: Exxon Corporation

ASSIGNMENT OF DRILLING AND OPERATING AGREEMENT APPROVED

The above-referenced assignment of a drilling and operating agreement is hereby approved.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

This is a conveyance by the above-named operators of 50% interest in operating rights from the surface of the ground down to a depth of 8850 feet below the surface in the following lands:

T 28 N, R 114 W, 6th Prin Mer, WY
Sec. 32: S½ of Lot 8, Lot 9, S½ of Lot 10 -- 80.55 acres

Operating rights in all lands of this lease (described below) from the surface down to 8850 feet are now held:

T 28 N, R 114 W, 6th Prin Mer, WY
Sec. 29: Lots 1,2,9,10,11,12,19,20
Sec. 32: Lots 1,2,3,4,5,6,7,8,9,10
676.33 acres

Exxon Corporation	50.00%
Petro-Search, Inc.	12.50
C F Braun & Co.	12.50
The Grayrock Corporation	12.50
Adobe Oil & Gas Corp.	6.25
NRM Petroleum Corporation	6.25

Operating rights in all lands below 8850 feet are held 100% by Exxon Corporation as is record title to this lease.

Glenna M. Lane

(Mrs.) Glenna M. Lane
Chief, Oil and Gas Section

cc:
GS, Casper - 2

WSO 3106-2 (Nov 1976)

EXXON LEASE 607979

511

178543

RECORDED January 23rd 1980 10:05 AM
IN BOOK 58 Q+A PAGE 511
FEES $ 5.25 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

STATE OF TEXAS X

COUNTY OF BEXAR X

OVERRIDING ROYALTY ASSIGNMENT

WHEREAS, FANNIE LINCOLN HOWELL, a widow, is the owner of a one-half (1/2) community interest in the following described overriding royalty interests in mineral leases on property situated in Sublette County, Wyoming, described as follows:

A retained overriding royalty interest in certain minerals located in Sublette County and leased to Mobil Oil Corporation as the unit operator, as follows:

(a) Lease Name: Tip Top Unit "A", Tract 64, Greenburg Two (2);
Description: Lots One, Two, Three, Four and SE 1/4 NW 1/4 of Section 31, Township 29 North, Range 113 West, 6th P.M., and containing 165.97 acres, Sublette County, Wyoming;
Interest: 1/10 of 1/8 ORI:

(b) Lease Name: Tip Top Unit "B", Tract 5;
Description: W 1/2 NW 1/4 of Section 29; E 1/2 and SE 1/4 NW 1/4 of Section 30; NE 1/4 of Section 31; all in Township 29 North - Range 113 West, 6th P.M., containing 600 acres; Sublette County, Wyoming;
Interest: 1/10 of 1/8 ORI:

(c) Lease Name: Tip Top Unit "B", Tract 64;
Description: NE 1/4 NW 1/4 of Section 31; Lots Two, Three, and Four and E 1/2 SW 1/4 of Section 30, Township 29 North, Range 113 West, 6th P.M., containing 244.64 acres; Sublette County, Wyoming;
Interest: 1/10 of 1/8 ORI;

(d) Lease Name: Tip Top Unit "B", Tract 42;
Description: SW 1/4 of Section 16, Township 28 North, Range 113 West, 6th P.M., containing 160 acres;
Interest: 5% ORI;

(e) Lease Name: Tip Top Unit "B", Tract 9;
Description: SW 1/4 SE 1/4 of Section 33, Township 29 North, Range 113 West, 6th P.M., containing 40 acres, Sublette County, Wyoming;
Interest: 50% of 5% ORI.

WHEREAS, it is desired that all of Fannie Lincoln Howell's one-half (1/2) community interest in and to the above said overriding royalty interests be assigned and given as a gift for the love and affection which said Fannie Lincoln Howell has for each of the assignees herein.

NOW, THEREFORE, Fannie Lincoln Howell, for the love and affection which she has for each of the assignees herein, does hereby transfer and assign unto JOHN LINCOLN HOWELL, MARY CAROLYN HOWELL, EVA HOWELL COX, CURTIS N. COX, ROBERTHA FRANCES HOWELL KLAUDER, JOHN R. KLAUDER, ROBERT FRANKLIN HOWELL, and MARY ESTHER HOWELL KING, an equal interest and ownership in and to the above described overriding royalty interests on leases in Sublette County, Wyoming, to share and share alike, between said assignees.

This assignment is made without warranty, either express or implied.

The terms hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives, and assigns.

SIGNED this the 17 day of October, 1979.

Fannie Lincoln Howell
FANNIE LINCOLN HOWELL

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared FANNIE LINCOLN HOWELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office on this the 17 day of October, 1979.

John M Shaw
JOHN F SHAW
Notary Public, Bexar County, Texas

ASSIGNMENT OF OIL AND GAS LEASE

513

KENAI OIL AND GAS INC. of Energy Center One, Suite 2000, 717 Seventeenth Street, Denver, Colorado, 80202 and T. A. CHORNEY EXPLORATION CO., 732 Mctrobank Building 475 17th Street, Denver, Colorado 80202 hereinafter called "Assignor," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid to Assignor by CITIES SERVICE COMPANY, P.O. BOX 300, 110 W. 7th St., Tulsa, Oklahoma 74102 hereinafter called "Assignee," the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and assign to Assignee, without warranty of title either express or implied, all of Assignor's right, title and interest in, to and under the oil and gas lease (said lease) described on Exhibit "A" attached to this Assignment and made a part hereof.

Assignor reserves an overriding royalty of Five Percent of Eight-Eighths (5% of 8/8ths) of all oil, gas and other hydrocarbons produced, saved and marketed from the said lease . In the event the leasehold in said lease covers less than the entire oil and gas leasehold estate, then the said Five Percent (5%) overriding royalty interest shall be paid in the proportion that the interest in the leasehold bears to the entire leasehold interest. This overriding royalty and all other terms and conditions of this Assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors and assigns for said lease .

Assignee, by its acceptance of the Assignment, agrees that, if it ever desires to surrender all or any part of the interest herein assigned, it will notify Assignor of such desire at least thirty (30) days in advance of the anniversary date specified in the lease . Assignor shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of such interest. Any election to take a reassignment so made by Assignor must be delivered to Assignee by registered mail within the specified time. Assignee will deliver to Assignor an Assignment prior to the anniversary date of the lease if Assignor makes such an election. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee. Any failure of Assignee to comply with the above notice provisions shall not cause a liability in excess of the purchase price paid for this assignment.

This Assignment shall be binding upon and inure to the parties hereto, their successor and assigns

EXECUTED this 15th day of November, 1979.

ATTEST:

KENAI OIL AND GAS INC.

Patrick D. DeNitto, Assistant Secretary
(SEAL)

BY: Joseph R. Mazzola, Vice President

ATTEST:

T. A. CHORNEY EXPLORATION CO.

Assistant Secretary
(SEAL)

BY: Thomas A. Chorney, President

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

The foregoing instrument was acknowledged before me this 15th day of November, 1979 by Joseph R. Mazzola, as Vice-President of Kenai Oil and Gas Inc.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:
(SEAL) My Commission expires Mar. 1, 19[illegible]

178551

01X6 4907528

File 19[redacted]28

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

The foregoing instrument was acknowledged before me this ___ day of November, 1979, by Thomas A. Chorney, as President of T. A. Chorney Exploration Co.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: MY COMMISSION EXPIRES APRIL 30, 1981

(SEAL)

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

EXHIBIT "A"

To Assignment of Oil and Gas Lease dated November 15, 1979, by and between KENAI OIL AND GAS INC., and T. A. CHORNEY EXPLORATION CO., Assignor, and CITIES SERVICE COMPANY, Assignee.

6W-1269-2 Oil and Gas Lease dated September 7, 1979, effective November 4, 1979, from Steve Kanski, et ux, Lessor, to Kenai Oil and Gas Inc., et al, as Lessee, recorded in Book 58 O&G, Page 197, of the records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming:

T. 34 N., R. 112 W., of the 6th P.M.
Sec. 5: NW¼SW¼, S½SW¼
6: Lots 6(38.55A), and 7(38.60A), E½SW¼, SE¼
7: Lots 1(38.65A), and 2(38.72A), NE¼, E½NW¼
8: NW¼

T. 34 N., R. 113 W., of the 6th P.M.
Sec. 12: SE¼NE¼

Containing 952.52 acres, more or less.

* * * * * * * * * * *

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

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

01X6 4907528

File 4907528

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 7, 1979, from Steve Kanski and Janice Kanski, Husband and Wife, as Lessors, to Kenai Oil and Gas Inc., et al, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Kenai Oil and Gas Inc., & T. A. Chorney Exploration Co.

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

Township 34 North, Range 112 West of the 6th P. M.
Section 5: NW¼SW¼, S½SW¼;
Section 6: Lots 6 (38.55A.) and 7 (38.60A.), E½SW¼, SE¼;
Section 7: Lots 1 (38.65A.) and 2 (38.72A.) NE¼, E½NW¼
Section 8: NW¼
Township 34 North, Range 113 West of the 6th P. M.
Section 12: S½NE¼;

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

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 Kenai Oil and Gas Inc., et al 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
teve Kanski and Janice anski		Rock Springs National	
inedale, Wyoming 82941	Pinedale, Wyoming 82941	Rock Springs, Wyoming	$476.26

178552

RECORDED Jan 24 1980 8:00 AM
BOOK 23 Rec'd PAGE 516
FEE $6.00 Mary Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Jill Steele

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

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

WITNESS our hands and seals this ____ day of September, 19 79

Steve Kanski (Seal)

(Seal)

Janice Kanski (Seal)

(Seal)

(Seal)

11W-1269-2

516

517

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of September, 19 79, personally appeared Steve Kanski and Janice Kanski,

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:

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

Kaye Hammons
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 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.

RETURN TO
Cities Service Company
LAND DEPT.
TULSA, OKLAHOMA 74102

PRODUCERS 88
540
3 59

[redacted]

OIL A[redacted]AS LEASE

[redacted]

DENVER, COLORADO 80202
PHONE
(303) 266-1681
1180-462

AGREEMENT made and entered into the 17th day of ....., 1979
and between Mary Nell McGinnis, formerly Mary Nell Hanson, a single woman

whose mailing address is Box 535, La Conner, Washington 98257, hereinafter called
Lessor (whether one or more), and Belco Petroleum Corporation, 10000 Old Katy Road, Suite 100
Houston, Texas 77055, hereinafter called Lessee:

WITNESSETH: That the said lessor, for and in consideration of Ten and more Dollars,
in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed,
granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of exploring by geophysical
other methods, mining and operating for oil and gas, and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take
of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming,
described as follows, to-wit: Section 11: S½SW¼
Section 14: W½NW¼, NE¼NW¼
Section 15: N½N½

Section ------ Township 28N Range 112W and containing 360.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long thereafter as oil or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by lessee.

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

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

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom.

(c) If a gas well capable of producing gas only and located on the above described lands or on lands with which the above described lands or a portion thereof are pooled or unitized is, at any time, shut in and no gas therefrom is sold or used off of the above described lands, or in the manufacture of natural gasoline or other products, nevertheless such shut-in gas well shall, under all the provisions of this lease, be deemed to be a well on the above described lands producing gas in paying quantities and this lease shall continue in force during all the time or times while such well is so shut in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the gas capable of being produced from any such shut-in gas well, but shall be under no obligation to market such gas under terms, conditions or circumstances which, in Lessee's judgment, exercised in good faith, are not for the best interests of both Lessor and Lessee.

The term "stated date" as used in this paragraph shall mean any rental paying date of this lease or any subsequent anniversary thereof if there be a rental paying date, but if no rental paying date is specified in this lease, then "stated date" shall mean any anniversary date of this lease. If on any such stated date there be on the above described lands or on lands with which the above described lands or portion thereof are pooled or unitized, one or more such gas wells capable of producing gas only, and no gas has been sold or so used from any of such gas wells at any time during the twelve months period ending with such stated date, Lessee shall, before the expiration of sixty (60) days after such stated date, pay or tender to each owner of the right to receive royalty on the gas produced from any part of the above described lands covered by this lease on such stated date at each such owner's address as last known to Lessee, or to the credit of each such owner in the depository bank named herein, in the manner provided herein for payment of delay rentals, a shut-in gas royalty for such period, which shut-in gas royalty shall be determined as follows:

The total amount of shut-in gas royalty payable to all such owners shall be determined by multiplying One Dollar ($1.00) by the total number of acres of land covered by said lease on such stated date, and each such owner shall receive that part thereof which is in the proportion that his royalty acreage interest in said land bears to the total number of acres of land covered by such lease on such stated date; Provided, however, that if on such stated date this lease is being maintained in force and effect otherwise than by reason of any such shut-in gas well or shut-in gas wells, Lessee shall not be obliged to pay or tender any such sum of money as shut-in gas royalty. The language "a gas well capable of producing gas only", as used in this Section 3(c) shall mean and include a well capable of producing natural gas only or a well capable of producing natural gas and/or condensate, or distillate, or a well classified as a gas well by any governmental authority or any well in which the gas-oil ratio is so high that a governmental authority will not permit liquid hydrocarbons to be produced therefrom unless the gas is marketed.

If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the 1st National Bank at Kemmerer, Wyoming, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of $44.00 for 1980 and 1981 rentals; $88.00 for 1982 rentals; $176.00 for 1983 rentals [redacted] which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rentals or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

With respect to the payment of and the right to receive delay rentals and royalties (including shut-in gas royalties), it is agreed that the termination of a life estate, term mineral interest or other precedent estate whereby the Lessor shall come into possession or use of an interest in said land shall, subject to all the provisions of this lease, become effective from and after the date when such Lessor shall have furnished satisfactory evidence to Lessee showing the termination of such life estate, term mineral interest or other precedent estate, but for all other puropses this lease shall cover such interest as and when the Lessor shall so come into the possession or use of it.

Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, or formations thereunder, as to oil and gas, or either of them, either before or after production, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop or operate said premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases, such pooling to be into well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof, or formations thereunder, into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties (excepting shut-in gas royalties) elsewhere herein specified, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination unless the instrument or instruments identifying and describing the unitized area contain provisions for termination upon certain contingencies.

If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, or on acreage pooled therewith, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in effect so long as operations are prosecuted, whether on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as such production continues.

If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land, or assignments of rental or royalties shall be binding on the lessee until after lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointy to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

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

When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation of any product produced hereon, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not

178555

RECORDED June 24, 1980 10:45 A.M.
IN BOOK A-4 OF 58 PAGE 518
FEES $6.00 Mary J. Fuke COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Kenneth M. Eleven

518

...ted to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against ...e Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and the period of such delay, inter...uption or stoppage shall be added to the term of this lease.

...3 Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the Lessee, at its option, may pay and discharge any taxes, mortgages, ...r other liens existing, levied or assessed on or against the above described lands and, in the event it exercises such option, it shall be subrogated to the rights of any ...older or holders thereof and, in addition to its other rights, may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals ...ruing hereunder. The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the ...remises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Mary Nell (Hanson) McGinnis

MARY NELL (HANSON) MC GINNIS

ACKNOWLEDGMENT FOR NATURAL PERSONS

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

...TATE OF Washington
...OUNTY OF Skagit } ss.

I, the undersigned Notary Public, do hereby certify that on the 25 day of July, 1979,
...rsonally and in person appeared Mary Nell (Hanson) Mc Ginnis, a single woman
...nd
...is/her wife/husband, the signer... of the above instrument, and personally known to me to be the person ... described in and who executed the foregoing ...nstrument and whose name.... is/are subscribed thereto and duly acknowledged to me that ... freely and voluntarily signed, sealed, executed ...nd delivered the same as ... free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 25 day of July, 1979

...y commission expires:

2-19-83

Notary Public, whose place of residence is Mt Vernon

NOTARIAL SEAL 1979

(For use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

...TATE OF
...OUNTY OF } ss.

I, the undersigned Notary Public, do hereby certify that on the 25 day of July, 1979,
...rsonally and in person appeared
...nd
...is/her wife/husband, the signer... of the above instrument, and personally known to me to be the person ... described in and who executed the foregoing ...nstrument and whose name.... is/are subscribed thereto and duly acknowledged to me that ... freely and voluntarily signed, sealed, executed ...nd delivered the same as ... free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

...y commission expires:

Notary Public, whose place of residence is

OIL AND GAS LEASE

FROM

TO

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 ...

CORPORATION FORM ACKNOWLEDGMENT

(...r use in Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington and Wyoming)

...TATE OF
...OUNTY OF } ss.

I, the undersigned Notary Public, do hereby certify that on the ... day of ..., 19...,
...fore me personally appeared ...
me known to be the identical person who is described in and who subscribed the name of the maker thereof to the foregoing instrument as its ...
... President, and to me personally known to be the ... President of the corporation that executed the ...ove and foregoing instrument on behalf of said corporation and who being by me duly sworn upon oath did say that he was authorized to execute said ...strument and did say that he is the ... President of ...
...id corporation, and that he is acquainted with the seal of said corporation and the seal affixed to said instrument is the corporate seal of said corporation ...d that said instrument was signed and sealed on and in behalf of said corporation by authority of its Board of Directors and the signatures to said instru...ent were made by the officers of said corporation on said instrument as indicated thereon, and acknowledged to me that said corporation executed said in...rument freely and voluntarily, and said ...
..., to me and before me duly acknowledged said instrument to be his own free ...d voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation, ...ich executed and delivered the same for the uses and purposes therein specified and set forth.

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

...y commission expires:

Notary Public, whose place of residence is

Form 3 [redacted]
(September [illegible])
(formerly 3120–19)

[redacted] TES
DEPARTM[illegible] E INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name **Banta and Haigh**
Street **800 First National Bank Building**
City **Denver, Colorado 80293**
State
Zip Code

W 57806
(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 107 W, 6th Prin Mer
Sec 1: Lots 1, 2, 3, 4, S½N½, S½
Sec 2: Lots 1, 2

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on FEB 16 1977

Containing a total of **654.95** acres	Annual Rental . . . . . $ **655.00**

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

Effective date of lease: MAR 1 1977

THE UNITED STATES OF AMERICA

By Glenna W. Jane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

FEB 23 1977
(Date)

78579

RECORDED January 28 1980 12:15 P M
IN BOOK 58 O & G PAGE 520
FEES $ 4.00 Lou Ryder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

78579
520

FOR EXAMINER

521

Form 3106-5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-57806

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Amoco Production Company
Security Life Building
Denver, Colorado 80202

178580

RECORDED January 28 19 80 12:15 P M
IN BOOK 58 O & G PAGE 521
FEES $ 8.00 Lois J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) March 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T 30 N., R 107 W., 6th P.M.

Sec. 1: Lots 1, 2, 3, 4, S/2 N/2, S/2
Sec. 2: Lots 1, 2

Sublette County, Wyoming 654.95 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.)* 4% (Four percent)

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

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

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

Executed this 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
(Title)

MAY 30 1979
(Date)

NOTE: This form may be reproduced provided that copies conform with the provisions of 43 CFR 3[illegible] reproductions on one sheet of both sides [illegible] 30 521

[illegible] Similar form

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUES[redacted]VAL 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)

When recorded return to
[illegible] COMPANY

WYOMING

STATE OF COLORADO)
: SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of January, 1979.

Witness my hand and official seal.

My commission expires:

Notary Public

On

(who being by me duly sworn, did [illegible]

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 [illegible] 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:

[illegible], Secretary

BROOKS EXPLORATION, INCORPORATED

By: [illegible], 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: Edward H. Judson, Partner
1804 ~~417~~ First National Bank Building
Midland, Texas 79701

THOMAS W. BLAKE

2016 Main, Suite 2420
Houston, Texas 77002

636899

062 0152
Producers &
Wyomin[redacted]

OIL AN[redacted]S LEASE

[redacted]

THIS AGREEMENT, made and entered into this 30th day of November, 1979, by and between FLOYD E. BOUSMAN and MARGARET J. BOUSMAN, husband and wife,

of P. O. Box 98, Boulder, Wyoming 82923, hereinafter called lessor (whether one or more), and JAS. O. BREENE, JR., 1700 Broadway #1219, Denver, Colorado 80290, 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:

178582

Jan 28 1980 1:30 PM
458 Book 524
Lincoln County Clerk
by Dorothy Whitmore

Northeast Quarter (NE¼)

of Section 11, Township 32 North, Range 108 West, 6th P. M., 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 160.00 acres.

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

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 hundred sixty and no/100 DOLLARS ($ 160.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

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, after the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

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

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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 virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

Floyd E. Bousman

Floyd E. Bousman
Social Security No.:
[illegible]

Margaret J. Bousman

Margaret J. Bousman
Social Security No.:
[illegible]

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

(Individual—Wyo.)

On this 30th day of November, 19 79, before me personally appeared Floyd E. Bousman and Margaret J. Bousman, husband and wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
January 3, 1983

Notary Public
County Clerk

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

On this _____ day of _____, 19 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

Form 3120-3 [redacted]
Eleventh Edition
(September 1968)

UNIT[redacted]TATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form Budg[redacted]o. 42 R0990

Office **Cheyenne, Wyoming**

Serial No. W-69914

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

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss **Chevron U.S.A. Inc.**
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

P. O. Box 599
(Number and Street)

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

2. Land requested: State **Wyoming** County **Sublette** T. : R. : Meridian

Township 38 North, Range 111 West
Section 24: E½
Section 25: All
Section 26: All
Section 35: E½, E½NW¼
Section 36: E½, NE¼NW¼

Township 38 North, Range 110 West
Section 19: Lots 1, 2, 3, 4 (W½W½)
Section 30: NW¼NW¼ (Lot 1)

178682

RECORDED Jan. 30 1980 8:00 A.M.
IN BOOK 58 O&G PAGE 526
FEES 20.00 Lois J Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Evans

Total Area **2540.75** Acres

3. Land included in lease: State County T. : R. : Meridian

This lease embraces the area and the land described in item 2.

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

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on DEC 14 1979

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

4. Amount remitted: Filing fee $10, Rental $ **2541.00**, Total $ **2551.00**

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ..... Naturalized ..... Corporation or other legal entity (specify what kind): **Chevron U.S.A. Inc. is a California corporation with qualifications to hold title to or an interest in U.S. Oil & Gas Leases on file in BLM 066100**
(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 ☒ 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.

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.

8. 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 **12th** day of **May**, 19**78**

(Lessee signature)

Chevron U.S.A. Inc.
(Lessee signature)

By: [signature]
(Attorney-in-fact)
Assistant Secretary

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 Alma M. Bane
(Signing officer)
Chief, Oil & Gas Section
(Title)

Effective date of lease JAN 1 1980

DEC 18 1979
(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 AND 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.

...material may be reproduced provided that the copies are not sold or distributed outside the Federal Government in accordance with the provisions of 43 CFR 2.20(b)(3).

INSTRUCTIONS

[redacted] [redacted] W 63[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 82602

nagement Agency *(name)*

REST SUPERVISOR
IDCREETON NATIONAL FOREST
EST SERVICE BUILDING
CKSON, 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 there- or otherwise affect the environment, hereinafter led "surface disturbing operation," conducted by see shall be subject, as set forth in this stipu- on, to prior approval of such operation by the Area and Gas Supervisor in consultation with appro- te surface management agency and to such rea- able conditions, not inconsistent with the purposes which this lease is issued, as the Supervisor may quire to protect the surface of the leased lands and environment.

Prior to entry upon the land or the disturbance of e surface thereof for drilling or other purposes, see shall submit for approval two (2) copies of a p 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 ll 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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3109–3
ne 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W 63914

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or nittee hereby agrees:

To conduct all operations authorized by this lease permit with due regard for good land management, to cut or destroy timber without first obtaining mission from the authorized representative of the retary of Agriculture, and to pay for all such timber or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, ber, crops, or other cover; unless otherwise author- by the Secretary of Agriculture, not to drill any carry on operations, make excavations, construct ls, drill, or otherwise disturb the surface of the within 200 feet of any building standing on the s and whenever required, in writing, by the author- l representative of the Secretary of Agriculture to ce or fill all sump holes, ditches, and other ex- ations, remove or cover all debris, and so far as onably possible, restore the surface of the lands their former condition, including the removal of uctures as and if required, and when required by such resentative 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 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, 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).

xercise of th[redacted]s 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, 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 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 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 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- e 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 er or their tenants harmless from all damage or s for damage to persons or property resulting from lessee's or permittee's operations under this lease rmit.

To recognize existing uses and commitments, in orm of Department of Agriculture grazing, timber g, and special use permits, water developments, road, trail, pipeline, telephone line, and fence of-way and other similar improvements, and to t his operations so as to interfere as little as le with the rights and privileges granted by these s or with other existing uses.

[redacted] nstall and maintain cattle guards [redacted] the f 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
BRIDGER-[illegible] 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

94175

Forest Service Supplement
to Form 3109-4

W 63914

SURFACE OCCUPANCY SPECIFICATION

1. Lessee agrees not to enter upon the lease land or disturb the surface for exploration or drilling purposes until it:

(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 explore 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 100 feet of 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 developed trails within the lease area.

(c) Within 600 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoirs located within the lease area.

(d) Within 600 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.

12/1/25
DATE

[redacted]
SIGNATURE
Asst. Dist. Mgr.

W 63914

UNSTABLE SOILS SPECIAL STIPULATION

The lands within this leasehold contain unstable/highly erodible soils. Therefore, prior to entry onto the lands, the lessee (operator) will discuss the proposed activities jointly with the Area Oil and Gas Supervisor or his representative and the Forest Supervisor or his representative. Additional measures for the protection of the soils may be required. Such measures may include:

a. No surface occupancy of selected areas;

b. Restrictions on surface entry during periods of excessive runoff;

c. Special reclamation techniques;

d. Special requirements for reserve pits and drilling fluid systems.

November 24, 1976
DATE

Secretary, SIGNATURE

5-32

94175

W 63914

SPECIAL WILDLIFE HABITAT STIPULATION

This lease area contains critical habitat for certain wildlife species. Of paramount concern on this lease area are: elk calving area.

Therefore, prior to entry onto the leasehold, the operator will jointly discuss the proposed activities with the Area Oil and Gas Supervisor or his representative, the Forest Supervisor or his representative, and the Wyoming Game and Fish Department. Additional measures may be required to protect the above species and habitat features; these include:

a. No surface occupancy of selected areas.

b. Restrictions on season of operation.

c. Special reclamation techniques and/or requirements.

d. Restrictions on rate of development and spacing and location of wells.

e. Special road closure requirements.

November 13, 1979
DATE

[redacted]
SIGNATURE
Assistant Secretary

94195

W 63914

This lease is issued pursuant and subject, to the extent applicable, 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.

November 1, 1979
DATE

Assistant Secretary SIGNATURE

535

94196

Form 3112-3
Eleventh Edition
(September 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved
Budget Bureau No. 42-R0990

Office Cheyenne, Wyoming

Serial No. W-03915

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

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss Chevron U.S.A. Inc.
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address

P.O. Box 599
(Number and Street)

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

2. Land requested: State Wyoming County Sublette T. 38N : R. 110W : Meridian

Section 30: Lots 2, 3, 4, E½SW¼, E½, E½NW¼
Section 29: W½, SW¼SE¼
Section 31: Lots 1, 2, 3, 4, E½W½, E½ (All)
Section 32: All
Section 33: W½

178683

RECORDED June 30 1980 2:20 P M
BOOK 58 Misc
PAGE 535
Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

Total Area 2532.45 Acres

Land included in lease: State Wyoming County Sublette T. 38N : R. 110W :6 Prin Meridian

Sec. 29: W½, SW¼SE¼
Sec. 30: Lots 2, 3, 4, E½, E½W½
Sec. 31: Lots 1, 2, 4, E½, E½NW¼, SE¼SW¼
Sec. 32: All
Sec. 33: W½

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on DEC 14 1979

(*Offeror does not fill in this block*) Total Area 2456.45 Acres Rental retained $ 2457.00

4. Amount remitted: Filing fee $10, Rental $ 2533.00, Total $ 2543.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ..... Naturalized ..... Corporation or other legal entity (specify what kind): Chevron U.S.A. Inc. is a California Corporation with qualifications to hold title to or an interest in U.S. Oil & Gas Leases on file in BLM 066100
(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 12th day of May, 1979

(Lessee signature)

Chevron U.S.A. Inc.
(Lessee signature)

By: [illegible]
(Attorney-in-fact)
Assistant Secretary

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 Gloria M. Lane
(Signing officer)

Effective date of lease JAN 1 1980

Chief, Oil & Gas Section
(Title)

DEC 18 1979
(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.

... 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 ... any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

... form may be ... provided that the rights ... reproduced ... sales of this offer ... forms or ... with the ... PRINTED ...

INSTRUCTIONS

537

94176

United States Department of the Interior

IN REPLY REFER TO
W 63915 (943e)

BUREAU OF LAND MANAGEMENT
State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

DEC 18 1979

CERTIFIED - RETURN RECEIPT REQUESTED

Chevron U.S.A., Inc.
P. O. Box 599
Denver, CO 80201

LEASE OFFER REJECTED
IN PART

Your offer to lease is rejected as to the lands not included in the enclosed lease, for the reason(s) checked below:

____ The land rejected is embraced in oil and gas lease(s), serial number(s):

XXX The oil and gas rights in the lands rejected are not owned by the United States. Present ownership information can be obtained from the county records.

____ The land description is insufficient to identify the rejected lands.

____

The right of appeal to the Board of Land Appeals, Office of the Secretary, is allowed in accordance with the regulations in 43 CFR Part 4 (formerly Part 1840). However, if an appeal is to be taken, the notice of appeal must be filed in this office (not the Board) so that the case file can be transmitted to the Board. To avoid summary dismissal of the appeal, there must be strict compliance with the regulations. (See enclosure)

Sincerely yours,

Glenna M. Lane

(Mrs.) Glenna M. Lane
Chief, Oil and Gas Section

Enclosure

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

WSO 3100-22 (Oct 1976)

94176

Form 1842–1
May 1979)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,

AND

2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

NOTICE OF APPEAL . . . . Within 30 days file a *Notice of Appeal* in the office which issued this decision *(see Sec. 4.411)*. You may state your reasons for appealing, if you desire.

WHERE TO FILE
NOTICE OF APPEAL . . . BUREAU OF LAND MANAGEMENT
2515 WARREN AVENUE
P. O. BOX 1828
CHEYENNE, WY 82001

STATEMENT OF REASONS . . Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This *must* be filed with the U.S. Department of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203 *(see Sec. 4.412)*. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary.

ADVERSE PARTIES . . . . Within 15 days after each document is filed, each adverse party named in the decision *must* be served with a copy of (a) the *Notice of Appeal*, (b) the statement of reasons, and (c) any other documents filed *(see Sec. 4.413)*.

PROOF OF SERVICE . . . . Within 15 days after any document is served on an adverse party, file proof of that service with the U.S. Department of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party *(see Sec. 4.401(c)(2))*.

Unless these procedures are followed your appeal will be subject to dismissal (see Sec. 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: *A document is not filed until it is actually received in the proper office (see Sec. 4.401(a))*

538

SUBPART 1821.2--OFFICE HOURS; TIME AND PLACE FOR FILING

c. 1821.2-1 *Office hours of State Offices.* (a) State ffices and the Washington Office of the Bureau of nd Management are open to the public for the filing documents and inspection of records during the rs specified in this paragraph on Monday through day of each week, with the exception of those days ere the office may be closed because of a national iday or Presidential or other administrative order.

hours during which the State Offices and the hington Office are open to the public for the filing ocuments and inspection of records are from 10 a.m. p.m., standard time or daylight saving time, ever is in effect at the city in which each office cated.

Sec. 1821.2-2(d) Any document required or permitted to be filed under the regulations of this chapter, which is received in the State Office or the Washington Office, either in the mail or by personal delivery when the office is not open to the public shall be deemed to be filed as of the day and hour the office next opens to the public.

(e) Any document required by law, regulation, or decision to be filed within a stated period, the last day of which falls on a day the State Office or the Washington Office is officially closed, shall be deemed to be timely filed if it is received in the appropriate office on the next day the office is open to the public.

* * * * *

GPO 850 - 997

W 63915

94176

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 82602

Management 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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rm 3109–3
ne 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W 63915

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

he lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or ermittee hereby agrees:

1) To conduct all operations authorized by this lease r permit with due regard for good land management, ot to cut or destroy timber without first obtaining ermission from the authorized representative of the ecretary 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 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 authorzed representative of the Secretary of Agriculture to nce or fill all sump holes, ditches, and other exavations, 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 est, brush, or grass fires on the lands and in their cinity, and to require his employees, contractors, ocontractors, and employees of contractors or subtractors to do likewise. Unless prevented by umstances over which he has no control, the lessee permittee shall place his employees, contractors, ontractors, and employees of contractors and subtractors employed on the lands at the disposal any authorized officer of the Department of culture for the purpose of fighting forest, brush, grass fires on or originating on the lands or on cent areas or caused by the negligence of the ee or permittee or his employees, contractors, ontractors and employees of contractors and subctors, with the understanding that payment for services shall be made at rates to be determined e 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

form of stipulation may be used in connection leases and permits issued under the Acts of uary 25, 1920, as amended (30 U.S.C. 181 *et seq.*); ast 7, 1947 (30 U.S.C. 351 *et seq.*), February 7, 1927, mended (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).

ercise of the privileges authorized by this lease or rmit, and shall maintain such fire tools at his headtters or at the appropriate location on the lands as deemed necessary by such representative.

In the location, design, construction, and maintece of all authorized works, buildings, plants, erways, roads, telegraph or telephone lines, pipe-, reservoirs, tanks, pumping stations, or other ctures or clearance, the lessee or permittee ll do all things reasonably necessary to prevent educe 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 ected with this lease or permit causes damage to watershed or pollution of the water resources, the e or permittee agrees to repair such damage and ake such corrective measures to prevent further ation or damage to the watershed as are deemed ssary by the authorized representative of the tary 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- e 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 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 vner 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 utting, 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.

(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 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

94176

Forest Service Supplment
to Form 3109-3

W 63915

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 of 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.

DATE

Asst. Secretary SIGNATURE

94176

W 63915

SPECIAL WILDLIFE HABITAT STIPULATION

This lease area contains critical habitat for certain wildlife species. Of paramount concern on this lease area are: elk calving area.

Therefore, prior to entry onto the leasehold, the operator will jointly discuss the proposed activities with the Area Oil and Gas Supervisor or his representative, the Forest Supervisor or his representative, and the Wyoming Game and Fish Department. Additional measures may be required to protect the above species and habitat features; these include:

a. No surface occupancy of selected areas.

b. Restrictions on season of operation.

c. Special reclamation techniques and/or requirements.

d. Restrictions on rate of development and spacing and location of wells.

e. Special road closure requirements.

November 24, 1976
DATE

See Howard
SIGNATURE Assistant Secretary

5-44

545

94170

63915

UNSTABLE SOILS SPECIAL STIPULATION

The lands within this lease-hold contain unstable/highly erodible soils. Therefore, prior to entry onto the lands, the lessee (operator) will discuss the proposed activities jointly with the Area Oil and Gas Supervisor or his representative and the Forest Supervisor or his representative. Additional measures for the protection of the soils may be required. Such measures may include:

a. No surface occupancy of selected areas;

b. Restrictions on surface entry during periods of excessive runoff;

c. Special reclamation techniques;

d. Special requirements for reserve pits and drilling fluid systems.

December 2, 1977
DATE

Acting Secretary SIGNATURE

94176

W 63915

This lease is issued pursuant and subject, to the extent applicable, 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.

November 24, 1979
DATE

E C Hennig
Assistant Secretary SIGNATURE

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE, dated as of October 1, 1979, at 7:00 A.M., local time (the "Effective Time"), is from PETRO-LEWIS CORPORATION, a Colorado corporation (herein called "Assignor"), 717 17th Street, Denver, Colorado 80202, to SAMSON RESOURCES COMPANY, an Oklahoma corporation (herein called "Assignee"), 2700 First National Tower, Tulsa, Oklahoma 74103, and KAISER-FRANCIS OIL COMPANY, a Delaware corporation, P.O. Box 35528, Tulsa, Oklahoma 74135 (herein collectively called "Assignees").

FOR $10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Kaiser-Francis Oil Company an undivided 50% interest, and to Samson Resources Company an undivided 50% interest, in and to the following (all of which are herein called the "Interests"):

1. The undivided interests described in Exhibit "A" attached hereto and made a part hereof in and to the entire estates created by the leases, licenses and permits described in Exhibit "A" (herein called the "Leases"), insofar as the Leases cover and relate to the hydrocarbons under the land described in Exhibit "A" (herein called the "Land"), together with identical undivided interests in and to all the property and rights incident thereto, including all rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto; and

2. Identical undivided interests in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtenant thereto or used or obtained in connection with the Land or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging;

EXCEPTING AND RESERVING to Assignor a production payment burdening the Interests calculated and payable in accordance with the provisions set forth in Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Interests unto Assignees and their successors and assigns forever.

Assignor, for itself and its successors and assigns, shall warrant and forever defend the title of Assignees and their successors and assigns to the Interests, subject to the encumbrances set forth in Exhibit "A" and to the provisions of that certain agreement entitled "Preferential Right to Purchase Oil and Liquid Hydrocarbons," dated September 24, 1979, between Clark Oil Producing Co., as Seller, and Clark Oil & Refining Corporation, as Buyer, which agreement affects and relates to the Interests, against any and all persons claiming or attempting to claim an interest therein by, through or under Assignor, but not otherwise, provided that any required consents to assignment or preferential rights which may exist with regard to the assignment of the Interests are specifically excluded and excepted from the coverage of Assignor's warranty.

178684

RECORDED Jan 30 1980 8:00 A M
IN BOOK 58 Oil & Gas PAGE 547
FEES $39.00 Lou J Yahr COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

To the extent the Interests conveyed hereby constitute personal property or fixtures ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Assignor also hereby grants and transfers to Assignees, their successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties in which the Interests are located.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Separate assignments of the Interests may be executed on approved forms by Assignor to Assignees, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

EXECUTED on December __, 1979, but effective for all purposes as of the date and time first above written.

PETRO-LEWIS CORPORATION

By _____
Executive Vice President

_____
Secretary

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

Before me, a Notary Public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named Frank E. Dinges and William O'Connell, personally known to me to be the persons whose names are subscribed to the foregoing instrument and personally known to me to be the Executive Vice-President and Asst. Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, the corporation described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, on the day and year therein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal this 11th day of December, 1979.

My commission expires: My Commission expires Oct. 14, 1980.

(SEAL)

Notary Public

EXHIBIT A-1

Goat Hill Field
Sublette County, Wyoming

Goat Hill Unit

The undivided record title interests and operating rights interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49439 Oil and gas lease Serial No. W-02736 dated effective December 1, 1950, between the United States of America, as Lessor, and Lucile Hilton, as Lessee, recorded in Book 33, Page 343, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 31 North, Range 113 West, 6th P.M.

Section 32: E/2E/2

Section 33: S/2, W/2NW/4, SE/4NW/4, SW/4NE/4

Tract 2: Township 31 North, Range 113 West, 6th P.M.

Section 28: SW/4NW/4, NW/4SW/4

Section 29: SE/4, N/2

Section 32: W/2NE/4

Tract 3: Township 31 North, Range 113 West

Section 31: E/2NE/4, NE/4SE/4

Section 32: W/2SE/4, W/2

An undivided 50.00000% interest in record title as to Tracts 1, 2 and 3.

An undivided 25.00000% interest in the operating rights as to Tract 1 from the surface to a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tract 1 below a depth of 3,253 feet below the surface.

An undivided 50.00000% interest in the operating rights as to Tracts 2 and 3 for all depths.

The undivided interests as set out below in and to the entire leasehold estate created by the following described oil and gas lease:

49513 Oil and gas lease, Serial No. W-21124 dated effective June 1, 1951, between the United States of America, as Lessor, and Lee A. Adams, as Lessee, recorded in Book 34, Page 174, of the Oil and Gas Records of Sublette County, Wyoming;

Insofar as said lease covers the following:

Tract 1: Township 30 North, Range 113 West, 6th P.M.
Section 5: Lot 1, SE/4NE/4

Tract 2: Township 30 North, Range 113 West
Section 5: Lot 2, SW/4NE/4, S/2NW/4
Section 6: SE/4NE/4

Tract 3: Township 30 North, Range 113 West
Section 5: Lots 3 and 4

Undivided 50.00000% record title interest as to Tract 1;

Undivided 25.00000% record title interest as to Tracts 2 and 3;

Undivided 50.00000% operating rights interest as to Tracts 1, 2 and 3 from the surface down through the stratigraphic interval equivalent to the Almay Formation.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty;

2. A proportionate share of overriding royalties in the total amount of not more than 4.00000% as to lease number 49489 and in the total amount of not more than 2.50000% as to lease number 49513; and an additional 10.00000% from the surface of the ground through the Almy Formation.

3. Unit Agreement and Unit Operating Agreement for the Goat Hill Unit Area, No. 14-08-0001-6097, dated March 31, 1959, approved July 8, 1959, between Belco Petroleum Corporation, as operator, and Belfer Natural Gas Company, et al, as non-operators, as to Tract 3 of each of the above two leases;

4. Gas Purchase Contract dated January 12, 1978, between Clark Oil Producing Co., as Seller, and Northwest Pipeline Corporation, as Purchaser;

The above interests in the leases result in the following described interests:

	Operating Interest	Net Revenue Interest
Lease #49489:		
Tract 1	25.00000%	20.12500%
Tracts 2 & 3	50.00000%	41.25000%
Lease #49513:		
Tract 1	50.00000%	37.50000%
Tracts 2 & 3	25.00000%	21.25000%
Goat Hill Unit: composed of lease #49489, Tract 3 and lease #49513, Tract 3	50.00000%	41.08290%

Deer Hill 5-10

An undivided 12.50000% interest in and to the operating rights created by the following described oil and gas lease:

49689 Oil and gas lease, Serial No. W-27645, dated effective April 1, 1951, between the United States of America, as Lessor, and Belco Petroleum Corporation, as Lessee;

Insofar as said lease covers the following land in Sublette Co., Wyoming:

Township 30 North, Range 113 West

Section 10: NW/4NW/4, From the surface to a depth of 3,295 feet below the surface.

Subject only to the following:

1. A proportionate share of 12.5% lessor royalty.

2. A proportionate share of overriding royalties in the total amount of not more than 6.0000%;

OPERATING INTEREST 12.50000%

NET REVENUE INTEREST 10.18750%

EXHIBIT "B"

PRODUCTION PAYMENT

PETRO-LEWIS CORPORATION ("Seller") has reserved and is entitled to a production payment payable solely out of certain revenues attributable to the Interests (as defined in the Assignment, Bill of Sale and Conveyance to which this Exhibit "B" is attached) which shall be equal to 25% of the net profit, if any, derived by SAMSON RESOURCES COMPANY and KAISER-FRANCIS OIL COMPANY (collectively "Buyer") from the Interests as described below (the "Production Payment") subject to the following terms and conditions:

1. The Production Payment is payable solely out of an undivided 25% of the net profit, if any, determined as hereinafter provided, which is attributable to the Interests and which is realized by Buyer, its successors and assigns (except as provided in paragraph 6) after the effective date hereof from the proceeds of oil, gas or other mineral production attributable to the Interests and any extensions or renewals thereof. The Production Payment shall terminate automatically and shall be released with regard to all of the Interests if pursuant to paragraph 8 below the Net Profit Account provided for herein does not show a net profit within seven years after the effective date hereof. The Production Payment also may be terminated and released with regard to any property included in the Interests upon the sale of such property, provided that the proceeds from such sale are treated in accordance with paragraph 6 below.

2. The Production Payment does not include any right, title or interest in and to any of the fixtures, equipment or personal property now or hereafter placed on the Interests, or on any unit or pooled area in which any

part of the Interests is included, and the Production Payment is exclusively an interest in net profit, determined as hereinafter provided, and Seller shall look exclusively to the proceeds of the oil, gas or other minerals that may be produced, saved and sold from or allocated to, the Interests for the satisfaction and realization of the Production Payment.

3. Buyer shall pay all costs and expenses incurred in the exploration, development, operation and maintenance of the Interests and shall pay all such costs and expenses which are properly allocated to the Interests. Buyer shall have exclusive charge and control of the marketing of all oil, gas and other minerals attributable to the Interests, shall market said production proportionately with and on terms no less favorable than Buyer's share of the production attributable to the Interests and shall collect and receive the proceeds of the sale of all such production.

4. Buyer shall maintain, in accordance with the terms of this instrument and good accounting practices, a Net Profit Account, the books and records of which shall at all reasonable times be open for examination, copying and audit by Seller and its accredited representatives.

5. Into the Net Profit Account shall be credited the following:

(a) an amount equal to the sale proceeds of all oil, gas and other minerals produced from or attributable to the Interests (but excluding therefrom those proceeds attributable to all royalties and any valid, subsisting, duly recorded, overriding royalties or production payment interests outstanding in third parties and burdening the Interests immediately prior to the effective date hereof) and an amount equal to the value of all production so pro-

duced or attributable, but appropriated for Buyer's benefit or use other than with respect to the Interests. All moneys so attributable under any "take-or-pay" provision of any gas sales contract shall be deemed to be such proceeds as and when paid to Buyer;

(b) an amount equal to the proceeds of all insurance collected by Buyer (or received by or for it under any operating agreement) on account of its ownership of the Interests as a consequence of the loss of or damage to the Interests, any part thereof or interest therein, the personal property or equipment located thereon or used in connection therewith, or any other property if its cost has been charged to the Net Profit Account;

(c) an amount equal to the proceeds of all judgments and claims collected by or for the account of Buyer on account of its ownership of the Interests and involving the Interests, any part thereof or interest therein, the personal property or equipment located thereon or used or obtained in connection therewith, or any other property if its cost has been charged to the Net Profit Account;

(d) the proceeds of the sale of the interest of Buyer in all personal property and equipment placed by Buyer on the Interests, or on any unit in which any part of the Interests is included, or the market value at the time of removal of the interest of Buyer in such personal property so removed by Buyer, including but not limited to all amounts received by Buyer under any unit or unit operating agreement relating to such unit on account of the sale or removal of such personal property from such unit;

(e) an amount equal to all other moneys, credits and things of value received by or inuring to the benefit of Buyer on account of its ownership of the Inter-

ests, any part thereof or interest therein, the personal property or equipment located thereon or used or obtained in connection therewith, or any other property if its cost has been charged to the Net Profit Account; excluding always, however, the proceeds of the sale of all or any part of the Interests should Buyer sell any such interest subject to the Production Payment; and

(f) an amount equal to any contributions of money (whether as dry hole or bottom hole contributions or otherwise) or value which Buyer receives on account of the development of the Interests; provided always, however, nothing shall ever be interpreted or applied in any manner which will ever require or permit any duplication of all or any part of any credit to the Net Profit Account with respect to the same transaction.

6. The Net Profit Account also shall be credited with the proceeds of the sale of all or any part of the Interests if (a) any such interest is sold free of the encumbrance of the Production Payment, and (b) the sale occurs before production from the Interests after the effective date hereof has equalled 100% of the initial cash consideration paid by Buyer upon the purchase of the Interests. If the sale free of the Production Payment occurs after production from the Interests has equalled such 100%, then the Net Profit Account shall not be credited with the proceeds of the sale, and Buyer instead shall pay to Seller at the time of the sale 25% of the proceeds of the sale.

7. Against the Net Profit Account shall be charged the following insofar and to the extent the same are properly allocated to the Interests after the effective date hereof:

(a) an amount equal to 100% of the initial cash consideration paid by Buyer to Seller upon the purchase of the Interests;

(b) an amount equal to the costs of Buyer whether paid by it or by others for its account, of all direct labor, transportation, and other services necessary for exploring, developing, equipping, operating, and maintaining the Interests, including all charges billed by and paid to the operators of the Interests; of all material, equipment and supplies purchased by or for the account of Buyer and used on or for the benefit of any part of the Interests (including, but not limited to, all costs of fluid injection, pressure maintenance, secondary recovery, and recycling); of any amounts charged to Buyer or its account for conformance of investment in connection with the creation of any unit or units in which any part of the Interests is or may be included; and of that portion of any other amounts paid to any operator under any operating agreement relating to any part of the Interests;

(c) an amount equal to the expenses of litigation, liens, judgments, and liquidated liabilities and claims incurred and paid by or for the account of Buyer on account of its ownership of the Interests, or incident to the exploration, development, operation or maintenance thereof;

(d) an amount equal to all taxes, except mortgage and net income taxes, paid by or for the account of Buyer for the benefit of the parties hereto, including, but not limited to, ad valorem, property, production, severance, occupation, gross income and any other taxes assessed against or attributable to the Interests;

(e) an amount equal to insurance and bond premiums paid by or for the account of Buyer on account of its ownership of the Interests for insurance or bonds carried with respect to the Interests or any part thereof, together with all expenditures incurred and paid in settlement of any

and all losses, claims, damages, judgments, and other expenses, including legal services, relating to the Interests or its operation, or any part thereof; provided, however, that "legal services" as used herein shall not include services concerned with any of Buyer's income tax problems or litigation with any governmental agency which is not related to the Interests; and

(f) an amount equal to all other expenditures, reasonably incurred by or for the account of Buyer for the necessary or proper exploration, development, operation, maintenance, and utilization of the Interests.

8. The total net profit from the Interests shall be determined for each calendar month by deducting the aggregate of any charge balance existing in the Net Profit Account at the first of such month plus the total charges properly made thereto during such month from the sum of any credit balance existing in the Net Profit Account at the first of such month plus the total credits properly made to the Net Profit Account during such month, and Seller shall receive 25% of such net profit, only for such months when such credits exceed such charges. Credit items described under subparagraphs 5.(b), 5.(d), 5.(e), and 5.(f) above shall be taken into account solely for determining whether a net profit exists, and Seller shall nave no right, title, or interest therein, and all payments made to Seller on account of the Production Payment shall be made entirely and exclusively out of the proceeds attributable to production.

9. On or before the last day of each calendar quarter, Buyer shall furnish to Seller a detailed statement clearly reflecting the condition of the Net Profit Account as of the close of business on the last day of the preceding calendar month. Any deficit or loss (that is to say, an excess of charges over credits) reflected by any such statement shall be carried forward for the next and succeeding

months until such deficit or loss has been liquidated. In case a net profit (that is to say, an excess of credits over charges) is reflected by any such statement, payment to Seller of 25% of such net profit shall be enclosed with the statement. Notwithstanding the provisions of this paragraph 9, the payment herein provided to be made to Seller with respect to any calendar quarter may be limited by the second sentence of paragraph 8 above so that Seller's said payment may not exceed the credits to the Net Profit Account pursuant to subparagraph 5.(a) above; in such event, the remaining credit balance in the Net Profit Account shall be carried forward to the succeeding months until reduced to zero by permitted charges to the Net Profit Account. If, at the expiration of two years, from the rendition of a particular statement, Seller has raised no objection to the items therein reflected nor as to the debits or credits upon which such items are based, such statement shall be conclusively deemed to be correct for all purposes, and Buyer shall no longer be required to maintain any records in connection therewith.

10. Notwithstanding any other provisions of this instrument, Seller shall not be entitled to receive payments pursuant to the Production Payment for any six month period in which total net profit from the Interests as calculated herein does not exceed $60,000. If total net profit for any six month period fails to exceed $60,000, the amount of net profit paid to Seller for such period shall be credited against amounts due to Seller under the Production Payment in future months until the excess amount paid to Seller has been fully recouped by Buyer. If the Production Payment terminates before such amounts have been fully recouped, Seller shall reimburse Buyer for the excess amount not recouped at termination. Once the Net Profit Account has

shown a profit for the first time after the effective date hereof, then subsequent to such event the Production Payment shall be terminated and released if for three consecutive six month periods the total net profit from the Interests for each such period does not exceed $60,000.

11. No change of ownership of the Production Payment shall be binding upon Buyer, until Buyer is furnished with certified copies, or photocopies satisfactory to Buyer, of the original recorded documents evidencing such change.

12. Seller shall never be responsible for payment of any part of the costs and expenses charged against the Net Profit Account nor for any liabilities incurred in connection with the developing, exploring, equipping, and operating of the Interests, and against any and all such responsibility and liability Buyer does covenant with Seller to indemnify and save it harmless; provided, however, all such costs and expenses shall nevertheless be charged against the Net Profit Account as and to the extent herein provided.

13. Seller and its accredited representatives shall, at the risk and expense of Seller, have access to the Interests at all times, and the right to observe all operations conducted thereon, and Buyer shall on request furnish Seller with any and all information in Buyer's possession and pertaining to the Interests.

14. The Production Payment is not to be payable from the proceeds of sale of any production which is the result of any manufacturing, processing, or refining operation, except to the extent of that part of such proceeds which represents the fair market value of production at the well.

15. Notwithstanding the ownership by Seller of the Production Payment, Buyer shall have and Seller hereby

grants and conveys to Buyer the exclusive right as between the parties hereto to explore, develop and operate the Interests to such extent and in such manner as Buyer shall determine to be proper without incurring any liability to Seller except that Buyer shall be obligated to develop and operate the Interests in a reasonable and prudent manner, and nothing herein contained shall be deemed as between the parties hereto to obligate Buyer to drill for, produce or market oil, gas or other minerals from the Interests to any greater extent than required by the express terms and conditions of the leases or agreements underlying the Interests.

16. Buyer, at its option, shall have the right and power to unitize, pool or combine the Interests, or any portion thereof, as to oil, gas and other minerals, or any one or more of them, with other interests covering land in the same general area as the Interests, regardless of the ownership thereof, so as to create one or more unitized areas to be developed and operated as though such lands constituted a single interest. In connection with such pooling, unitization or combination, Buyer shall execute in writing an instrument or instruments identifying and describing the pooled, unitized or combined acreage, substance or substances and stratum or strata. There shall be allocated to each tract in the unit a portion of the pooled production from any stratum unitized, pooled or combined under the provisions hereof. The Production Payment shall apply only to such portion of the pooled production from a stratum or strata so unitized, pooled or combined as is allocated to the tract or tracts to which the Production Payment applies within the unit and which shall accrue to that part of the Interests involved. If the instrument creating a unit provides a method of allocation to tracts

within the unit of production from all or parts of the unit area, that method of allocation shall control; but to the extent that the instrument creating the unit does not provide such method for allocation, the allocation of production from the unit to tract within the unit shall be on a surface acre basis. Buyer shall not be liable to Seller for the reduction of the acreage content of any pooled, unitized or combined area resulting from any cause beyond the control of Buyer, nor shall Buyer be obligated to make any retroactive apportionment of sums paid on account of production should the acreage content of any such unitized area be so reduced.

RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That KENNETH D. LUFF; HANOVER PETROLEUM CORPORATION; MACQUEST PETROLEUM, INC.; PALMER OIL & GAS COMPANY; and J.B. RODEN DRILLING COMPANY, hereby release, relinquish, and surrender to the respective lessors named therein, their heirs, successors, and assigns, all of their right, title and interest in and to the following described oil and gas leases recorded as indicated below in the records of Sublette County, Wyoming, and specifically described or referred to in the schedule below as to each lease respectively.

1. Lease No. 06117002
Lease dated October 28, 1974, recorded in Book 51 at Page 260 of the records of said County from Priscilla M. Bower, formerly Priscilla Miller, as lessor, to Stuart M. McKinley, as lessee,

insofar and only insofar as said lease covers and includes the following land in said County and State, to-wit:

Township 29 North, Range 112 West
Section 4: W½SW¼
Section 5: S½SE¼, NE¼SE¼
Section 8: E½
Section 9: SW¼NW¼, NW¼SW¼

Containing 600.00 acres, more or less

2. Lease No. 06117003
Lease dated October 28, 1974, recorded in Book 51 at Page 263, of the records of said County from Priscilla M. Bower, Guardianship of Kathleen Anne Miller, Patricia Mildred Miller, Matthew Daniel Miller, as lessor, to Stuart M. McKinley, as lessee,

insofar and only insofar as said lease covers and includes the following land in said County and State, to-wit:

Township 29 North, Range 112 West
Section 4: W½SW¼
Section 5: S½SE¼, NE¼SE¼
Section 8: E½
Section 9: SW¼NW¼, NW¼SW¼

Containing 600.00 acres, more or less

3. Lease No. 06117001
Lease dated October 28, 1974, recorded in Book 51 at Page 265, of the records of said County from Robert Mickelson Miller, a/k/a Robert M. Miller, as lessor, to Stuart M. McKinley, as lessee,

insofar and only insofar as said lease covers and includes the following land in said County and State, to-wit:

Township 29 North, Range 112 West
Section 4: W½SW¼
Section 5: S½SE¼, NE¼SE¼
Section 8: E½
Section 9: SW¼NW¼, NW¼SW¼

Containing 600.00 acres, more or less

WITNESS the following signatures of the present owners, this 11 day of October, 1979:

MACQUEST PETROLEUM, INC.

By: [signature]

J.B. RODEN DRILLING COMPANY

By: [signature]

KENNETH D. LUFF

By: [signature]
Kenneth D. Luff

HANOVER PETROLEUM CORPORATION

ATTEST: [signature]
W. G. Pattillo, Asst. Secretary

By: [signature]
PHILIPPE MAGNIER, SR. V.P.
EXPLORATION/PRODUCTION

PALMER OIL & GAS COMPANY

By: [signature]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me this 3rd day of October, 19 79, by Kenneth D. Luff.

WITNESS my hand and official seal.

Notary Public

My commission expires: January 24, 1983

ALBERTA
~~STATE OF~~)
CANADA) ss
~~COUNTY OF~~)

The foregoing instrument was acknowledged before me this 17 day of October, 19 79, by J. MacKenzie.

WITNESS my hand and official seal.

Notary Public

My commission ~~expires~~: is unlimited

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____, the _____ of Macquest Petroleum, Inc., a _____ corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF Wyo)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 31st day of October, 1979, by John B. Roden, Jr., the Manager of J.B. Roden Drilling Company, a Partnership ~~corporation~~, on behalf of said ~~corporation~~.

WITNESS my hand and official seal.

Notary Public

My commission expires: April 17, 1983

178709

RECORDED Feb. 4, 1980 8:00 A M
IN BOOK 58 Misc PAGE 565
FEES $9.00 Kenneth Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lucas

STATE OF [illegible])
) ss
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 19[illegible], by [illegible], the [illegible] of Palmer Oil & Gas Company, a [illegible] corporation, on behalf of said corporation.

SEAL

WITNESS my hand and official seal.

[illegible]
Notary Public

My commission expires: [illegible]

STATE OF Texas)
) ss
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 15th day of January, 1980, by Enid Jo Maggio, the Sr. Vice of Hanover Petroleum Corporation, a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Diana Nuckols
Notary Public

My commission expires: DIANA NUCKOLS
Notary Public in and for Harris County, Texas
My Commission Expires May 16, 1980

ASSIGNMENT OF CERTIFIED LEASE INTERESTS
USA LEASES NUMBERED W-2108,
W-2690, W-3776 and W-15340

This Assignment of Certified Lease Interests is made, entered into and effective as hereinafter provided by and between FRANCIS ALLAN, c/o George Garrison Potts, Attorney, 2300 Republic National Bank Tower, Dallas, Texas 75201, referred to herein as "ASSIGNOR", and R. J. ACKERMAN, P. O. Box 1250, W. A. SEARS, JR., P. O. Box 1369 and J. J. SULLIVAN, P. O. Box 1398, all of Casper, Wyoming 82602, referred to herein as "ASSIGNEES".

In Assignments from Mountain Minerals Company, a Special Partnership, P. O. Box 2956, Casper, Wyoming 82601, to Westrans Petroleum, Inc., 250 Park Avenue, New York, New York 10017, dated March 7, 1973, Westrans Petroleum, Inc., Assignee, declared that it was not the sole party in interest to the leasehold interests assigned, and attached to each of the said Assignments was a Certificate, said Assignments and Certificates being collectively referred to as "Assignments", which named, among other parties, REPUBLIC NATIONAL BANK OF DALLAS, Independent Executor of the W. E. Walker Estate #6392; hereinafter referred to as "EXECUTOR", as the owner of a 9.3750% interest in and under each of the four (4) USA Oil and Gas Leases Numbered W-2108, W-2690, W-3776 and W-15340, which interests are the subject of this Assignment, and which leases are described as follows:

1. USA W-2108

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $W\frac{1}{2}$
Containing 480.00 acres, more or less
Issued Oct. 18, 1966, effective Nov. 1, 1966.

2. USA W-2690

T. 27 N., R. 111 W., 6th Prin. Mer., Wyo.
Section 31: Lots 1 thru 7 incl., $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 32: Lot 1
Containing 592.69 acres, more or less
Issued Nov. 10, 1966, effective Dec. 1, 1966.

178728

3. USA W-3776

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 13: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $E\frac{1}{2}$
Containing 480.00 acres, more or less.
Issued Jan. 11, 1967, effective Feb. 1, 1967.

4. USA W-15340

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: $E\frac{1}{2}$
Containing 320.00 acres, more or less.
Issued Sep. 20, 1968, effective Oct. 1, 1968.

178728

RECORDED Feb 4 1982 4:00 PM
IN BOOK 28 Misc PAGE 568
FEES 2.00 COUNTY CLERK
SUBDEPUTY COUNTY CLERK

568

While the Assignments did not vest record title interest in EXECUTOR, they certified EXECUTOR'S ownership of the interest in the leases hereinbefore described.

After the date of the Assignment from Mountain Minerals Company to Westra Petroleum, Inc., dated March 7, 1973, which set forth the interest of EXECUTOR, probate of the estate of W. E. Walker, deceased, was completed and a distribution of certain interests held in trust by W. E. Walker for others was recited in a Court Order entitled "ORDER APPROVING FINAL ACCOUNT AND DECREE OF FINAL SETTLEMENT AND DISTRIBUTION", Probate number 11471 in the District Court, Seventh Judicial District, Natrona County, Wyoming, and said document is recorded in the records of Sublette County, Wyoming in Book 29 Miscellaneous, beginning on Page 586. This Order sets forth the Francis Allan interests in the leases which are subject to this Assignment, said interests being 0.5859375% interest in each of the leases.

Now, for and in consideration of the sum of Ten Dollars ($10.00) and other value in hand paid to ASSIGNOR by ASSIGNEES, the receipt and sufficiency of which is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEES all right, title and interest in and to the leasehold interests which are owned by ASSIGNOR in and under the lands covered by the four (4) USA Oil and Gas Leases described above, and said interests are assigned to ASSIGNEES in the following percentages:

R. J. Ackerman	an undivided 50% of ASSIGNOR'S interests
W. A. Sears, Jr.	an undivided 25% of ASSIGNOR'S interests
J. J. Sullivan	an undivided 25% of ASSIGNOR'S interests

The interests assigned herein include, but are not limited to, the oil and gas and other hydrocarbon rights, production and/or reserves from or under lands contained in these oil and gas leases and equipment or properties which may be located on or associated with production from the properties contained in these oil and gas leases.

ASSIGNOR reserves herein no interest of any nature or kind, it being the intent that ASSIGNOR assigns herein all of ASSIGNOR'S leasehold or royalty interests, or interests of any nature whatsoever in or under USA Leases Numbered W-2106, W-2690, W-3776 and W-15340. The interests assigned herein are subject to all of the terms and provisions of the original Oil and Gas Leases from which ASSIGNOR'S interests were derived, to all of the terms and conditions of any associated Assignments of Oil and Gas Lease which have been placed of record

[redacted] [redacted] [redacted]

or which have been filed with appropriate governmental agencies and to any Operating Agreements or Gas Purchase Contracts, or to any other contractual agreements which are known by ASSIGNEES to exist between ASSIGNOR and other parties.

By execution of this Assignment of Certified Lease Interests, the ASSIGNOR herein authorizes and instructs PARTNERSHIP PROPERTIES CO., 1600 Broadway, Denver, Colorado 80202, successor in interest to Westrans Petroleum, Inc. and present record title holder for the interests of ASSIGNOR in and under the four (4) USA Leases which are subject to this Assignment of Interests, to deliver to ASSIGNEES herein Assignment of Record Title to the interests which are assigned herein upon demand made for such Assignments by ASSIGNEES herein, and further, ASSIGNOR herein disclaims any future interests of any nature whatsoever in or under the four (4) USA Oil and Gas Leases which are the subject of this Assignment of Certified Lease Interests, from and after August 1, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Certified Lease Interests this 1st day of [illegible], [illegible], effective the 1st day of August, 1979.

A S S I G N O R

FRANCIS ALLAN

A S S I G N E E S

W. A. SEARS, JR.

R. J. ACKERMAN

J. J. SULLIVAN

STATE OF TEXAS)
[illegible])ss.
COUNTY OF DALLAS)

The foregoing instrument was executed before me on the 1st day of [illegible], [illegible], by FRANCIS ALLAN.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: [illegible]

ASSIGNMENT OF CERTIFIED LEASE INTERESTS
USA LEASES NUMBERED W-2108,
W-2690, W-3776 and W-15340

This Assignment of Certified Lease Interests is made, entered into and effective as hereinafter provided by and between GEORGE GARRISON POTTS, Independent Executor of the Estate of Mary Ann Allan and as Trustee under the Last Will and Testament of Mary Ann Allan, Deceased, 2300 Republic National Bank Tower, Dallas, Texas 75201, referred to herein as "ASSIGNOR", and R. J. ACKERMAN, P. O. Box 1250, W. A. SEARS, JR., P. O. Box 1369 and J. J. SULLIVAN, P. O. Box 1398, all of Casper, Wyoming 82602, referred to herein as "ASSIGNEES".

In Assignments from Mountain Minerals Company, a Special Partnership, P. O. Box 2956, Casper, Wyoming 82601, to Westrans Petroleum, Inc., 250 Park Avenue, New York, New York 10017, dated March 7, 1973, Westrans Petroleum, Inc., Assignee, declared that it was not the sole party in interest to the leasehold interests assigned, and attached to each of the said Assignments was a Certificate, said Assignments and Certificates being collectively referred to as "Assignments", which named, among other parties, REPUBLIC NATIONAL BANK OF DALLAS, Independent Executor of the W. E. Walker Estate #6392, hereinafter referred to as "EXECUTOR", as the owner of a 9.3750% interest in and under each of the four (4) USA Oil and Gas Leases Numbered W-2108, W-2690, W-3776 and W-15340, which interests are the subject of this Assignment, and which leases are described as follows:

1. USA W-2108

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $W\frac{1}{2}$
Containing 480.00 acres, more or less
Issued Oct. 18, 1966, effective Nov. 1, 1966.

2. USA W-2690

T. 27 N., R. 111 W., 6th Prin. Mer., Wyo.
Section 31: Lots 1 thru 7 incl., $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 32: Lot 1
Containing 592.69 acres, more or less
Issued Nov. 10, 1966, effective Dec. 1, 1966.

3. USA W-3776

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 13: $W\frac{1}{2}W\frac{1}{2}$
Section 25: $E\frac{1}{2}$
Containing 480.00 acres, more or less
Issued Jan. 11, 1967, effective Feb. 1, 1967.

178729

RECORDED Feb 4 1980 4:00 P.M.
IN BOOK 58 A & R PAGE 571
FEES $ 16.00 Lassa Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

4. USA W-15340

T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Section 24: E½
Containing 320.00 acres, more or less.
Issued Sep. 20, 1968, effective Oct. 1, 1968.

While the Assignments did not vest record title interest in EXECUTOR, they certified EXECUTOR'S ownership of the interest in the leases hereinbefore described.

After the date of the Assignment from Mountain Minerals Company to Westrans Petroleum, Inc., dated March 7, 1973, which set forth the interest of EXECUTOR, probate of the estate of W. E. Walker, deceased, was completed and a distribution of certain interests held in trust by W. E. Walker for others was recited in a Court Order entitled "ORDER APPROVING FINAL ACCOUNT AND DECREE OF FINAL SETTLEMENT AND DISTRIBUTION", Probate number 11471 in the District Court, Seventh Judicial District, Natrona County, Wyoming, and said document is recorded in the records of Sublette County, Wyoming in Book 29 Miscellaneous, beginning on Page 586. This Order sets forth the Mary Ann Allan interests in the leases which are subject to this Assignment, said interests being 0.5859375% interest in each of the leases.

Subsequent to the distribution of the 0.5859375% interests to Mary Ann Allan, as set forth above, Mary Ann Allan died on May 8, 1977 in Dallas, Texas, and under the terms and provisions of the Will of Mary Ann Allan, George Garrison Potts was named Independent Executor of the Estate of Mary Ann Allan and as Trustee under the Last Will and Testament of Mary Ann Allan, and by Court Order dated May 23, 1977, it was ORDERED, ADJUDGED and DECREED that George Garrison Potts be appointed as Independent Executor of Decedent's (Mary Ann Allan) Will and Estate.

Now, for and in consideration of the sum of Ten Dollars ($10.00) and other value in hand paid to ASSIGNOR by ASSIGNEES, the receipt and sufficiency of which is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEES all right, title and interest in and to the leasehold interests which are owned by ASSIGNOR in and under the lands covered by the four (4) USA Oil and Gas Leases described above, and said interests are assigned to ASSIGNEES in the following percentages:

R. J. Ackerman	an undivided 50% of ASSIGNOR'S interests
W. A. Sears, Jr.	an undivided 25% of ASSIGNOR'S interests
J. J. Sullivan	an undivided 25% of ASSIGNOR'S interests

The interests assigned herein include, but are not limited to, the oil and gas and other hydrocarbon rights, production and/or reserves from or under lands

contained in these oil and gas leases and equipment or properties which may be located on or associated with production from the properties contained in these oil and gas leases.

ASSIGNOR reserves herein no interest of any nature or kind, it being the intent that ASSIGNOR assigns herein all of ASSIGNOR'S leasehold or royalty interests, or interests of any nature whatsoever in or under USA Leases Numbered W-2108, W-2690, W-3776 and W-15340. The interests assigned herein are subject to all of the terms and provisions of the original Oil and Gas Leases from which ASSIGNOR'S interests were derived, to all of the terms and conditions of any associated Assignments of Oil and Gas Lease which have been placed of record or which have been filed with appropriate governmental agencies and to any Operating Agreements or Gas Purchase Contracts, or to any other contractual agreements which are known by ASSIGNEES to exist between ASSIGNOR and other parties.

By execution of this Assignment of Certified Lease Interests, the ASSIGNOR herein authorizes and instructs PARTNERSHIP PROPERTIES CO., 1600 Broadway, Denver, Colorado 80202, successor in interest to Westrans Petroleum, Inc. and present record title holder for the interests of ASSIGNOR in and under the four (4) USA Leases which are subject to this Assignment of Interests, to deliver to ASSIGNEES herein Assignment of Record Title to the interests which are assigned herein upon demand made for such Assignments by ASSIGNEES herein, and further, ASSIGNOR herein disclaims any future interests of any nature whatsoever in or under the four (4) USA Oil and Gas Leases which are the subject of this Assignment of Certified Lease Interests, from and after August 1, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Certified Lease Interests this 1st day of January, 1980, effective the 1st day of August, 1979.

A S S I G N O R

GEORGE GARRISON POTTS, Independent Executor of the Estate of Mary Ann Allan and as Trustee under the Last Will and Testament of Mary Ann Allan, Deceased

A S S I G N E E S

W. A. SEARS, JR.

R. J. ACKERMAN

J. J. SULLIVAN

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me on this 1st day of January, 1980, by GEORGE GARRISON POITS, as Independent Executor of the Estate of Mary Ann Allan and as Trustee under the Last Will and Testament of Mary Ann Allan, Deceased.

WITNESS my hand and official seal.

Cynthia S Cockrell
Notary Public

My Commission Expires: 1-29-81

375

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Leslie J. Rodman, (hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign, and set over unto Leslie J. Rodman and Barbara L. Rodman, as Joint tenants and not as Tenants in Common, of 6833 So. High, Littleton, Colorado 80122 (hereinafter referred to as Assignee), an overriding royalty of 14% of 8/8 percent of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to and under the terms of the following oil and gas lease, free and clear of all cost and expense of development and operation except applicable taxes of every nature:

Lessor: United States of America Serial No.: W-60562
Effective Date: October 1, 1977
Description: Township 29 North, Range 109 West 6th P.M.
Section 20: All
Section 21: All
Section 22: All
Section 28: All

Leslie J. Rodman
6833 South High Street
Littleton, Colorado
80122

Leslie J. Rodman
6833 South High Street
Littleton, Colorado
80122

Containing a total of 2560 acres in Sublette County, State of Wyoming.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and conditions: 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 insofar and only insofar as it covers the above described lands.

B. The overriding royalty interest herein provided for shall not 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 benefiting said lands.

C. If Assignor's interest in the above described oil and gas lease is less than the entire interest and/or if said lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

D. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 25th day of January, 1980.

Leslie J. Rodman

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

On this 25th day of January, 1980, before me the undersigned Notary Public personally appeared Leslie J. Rodman to me known to be the identical person described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires:
Oct 1 1982

Notary Public in and for
[redacted] County, State of [redacted]

178755

RECORDED Feb 7 1980 7:30 AM
IN BOOK 55 Misc PAGE 575
FEES [redacted]
[redacted] COUNTY CLERK
LETHE COUNTY CLERK

[redacted] BOOK 299 PAGE 90[redacted] RECORDED December [redacted]79 9:00 A.M.
BOOK 77 OF [redacted] PAGE 112
EVELYN ZINGLER, COUNTY CLERK

ASSIGNMENT OF OVERRIDING ROYALTY

447171

THIS ASSIGNMENT made this 5th day of July, 1979 by and between B. J. Bradshaw, whose address is P. O. Box 30169, Salt Lake City, Utah 84142, hereinafter called "Assignor" and Barlow & Haun, Inc., whose address is 139 West Second Street, Casper, Wyoming 82601, hereinafter called "Assignee."

WITNESSETH:

WHEREAS, Assignor has previously owned the record title interest to certain oil and gas lease(s) affecting lands in see attached County, State of Wyoming, which lease (s) and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, and

WHEREAS, Assignor has assigned said lease(s) subject to a reservation of overriding royalty in favor of Assignor.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the Assignor does hereby sell, convey, transfer, assign and set over unto Assignee, its successors and assigns, an overriding royalty in the amount of see attached of all the oil and gas and other hydrocarbon substances in place and which may be produced, saved and marketed from the lease(s) and lands described in Exhibit "A", free and clear of all costs or expenses to Assignee.

If the working interest previously owned by Assignor in said lease(s) covered less than the full and undivided mineral interest in the lands covered thereby (Lessor's royalty excluded), then the overriding royalty assigned hereby shall be reduced in proportion to the ratio that the interest previously owned bears to the full and undivided mineral interest in the lands described.

This Assignment is made subject to the condition that the obligation to pay any overriding royalties created or transferred 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 in 15 barrels or less.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representatives 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.

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

ASSIGNOR:

Recorded Jan. 24 1980 at 10:25 o'clock A.M.
Book 96 of Photo Page 349 thru 352
207315 $10.00 pd
V. Jolynn Coonce County Clerk
By [redacted] Dep. Fee

By B J Bradshaw
B. J. Bradshaw

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 30 day of June, 1979, before me personally appeared BERENICE J. BRADSHAW, to me known to be the person described in and who executed the foregoing instrument as her free act and deed.

INDEXED
COMPARED
INDEXED
VERIFIED

[redacted] NOTARY PUBLIC

My Commission Expires:

873

576

EXHIBIT "A"

SCHEDULE OF LEASES
TO ASSIGNMENT OF OVERRIDING ROYALTY

Attached to and made a part of that certain Assignment dated July 5, 1979 by and between B.J. Bradshaw and Barlow & Haun, Inc.

LEASE NO.	LESSOR	LESSEE	EFFECTIVE DATE	DESCRIPTION	TOTAL ACRES	ORR BRADSHAW ASSIGNING TO BARLOW & HAUN
USA W-A 31590	Bureau of Land Management	B.J. Bradshaw	2-1-72	T. 43 N., R. 66 W. Weston Cnty. Sec. 26: $SE\frac{1}{4}SW\frac{1}{4}$ Sec. 35: $E\frac{1}{2}NW\frac{1}{4}, NE\frac{1}{4}SW\frac{1}{4}$	160.00	1¼% of 100%
USA W-38652	Bureau of Land Management	B.J. Bradshaw	4-1-73	T. 37 N., R. 63 W. Niobrara Cnty. Sec. 27: $SW\frac{1}{4}$ Sec. 34: $SW\frac{1}{4}$	320.00	1¼% of 100%
USA W-47731	Bureau of Land Management	B.J. Bradshaw	11-1-74	T. 47 N., R. 90 W. Washakie Cnty. Sec. 35: $W\frac{1}{2}$	320.00	1¼% of 100%
USA W-55999	Bureau of Land Management	B.J. Bradshaw	9-1-76	T. 40 N., R. 111 W. Teton Cnty. Sec. 13: $N\frac{1}{2}$ Sec. 14: $NE\frac{1}{4}, W\frac{1}{2}$ Sec. 25: $W\frac{1}{2}, W\frac{1}{2}SE\frac{1}{4}$	1200.00	1¼% of 100%
USA W-52352	Bureau of Land Management	B.J. Bradshaw	11-1-75	T. 36 N., R. 109 W. Sublette Cnty. Sec. 6: $SE\frac{1}{4}$	160.00	1¼% of 100%
USA W-32953	Bureau of Land Management	B.J.Bradshaw	2-1-72	T. 50N., R 92W. Big Horn Cnty Sec. 26: $S\frac{1}{2}S\frac{1}{2}$	160.00	1¼% of 100%
USA W-37589	Bureau of Land Management	B.J.Bradshaw	1-1-73	T. 50N., R 92W Big Horn Cnty Sec. 26: $NE\frac{1}{4}NW\frac{1}{4}, S\frac{1}{2}NW\frac{1}{4}, N\frac{1}{2}SW\frac{1}{4}$	200.00	1¼% of 100%
USA W-41178	Bureau of Land Management	B.J.Bradshaw	10-1-73	T. 49N., R 69W Campbell Cnty Sec. 1: $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$ Sec.12: $N\frac{1}{2}NW\frac{1}{4}$	320.00	1½% of 100%
[redacted]3A W-53224	Bureau of Land Management	B.J.Bradshaw	2-1-76	T. 57N., R 69W. Campbell Cnty Sec. 5: $SW\frac{1}{4}$ Sec. 9: $SW\frac{1}{4}$	320.00	1½% of 100%

BOOK 299 PAGE 300

EXHIBIT "A"

SCHEDULE OF LEASES
TO ASSIGNMENT OF OVERRIDING ROYALTY

Attached to and made a part of that certain Assignment dated July 5, 1979 by and between B. J. Bradshaw and Barlow & ORR BRADSHAW ASSIGNING TO

LEASE NO.	LESSOR	EFFECTIVE DATE	DESCRIPTION	TOTAL ACRES	1/4% of 100%
USA W-31301	Bureau of Land Management B.J.Bradshaw	11-1-71	T. 55N., R. 68W., Crook Cnty Sec. 15: Lots 1,2,3,4, W½NW¼, NW¼SW¼	824.25	1¼% of 100%
			Sec. 21: Lots 3,4, E½NE¼, NE¼SE¼		
			Sec. 22: Lots 1,2,3,4,5,7, W½NW¼, SE¼NW¼		
USA W-26362	Bureau of Land Management B.J.Bradshaw	12-1-70	T. 38N., R. 66W., Niobrara Cnty Sec. 22: SW¼NW¼	40.00	1¼% of 100%

Page 2 of 2

875

RECORDED
INDEXED
ABSTRACTED

WASHAKIE COUNTY, WYO. NO. 336781
RECORDED PHOTO Micro BOOK 24 PAGE 873-876
DATE January 15, 1980
10 O'CLOCK AM
MARION BARNGROVER, COUNTY CLERK

STATE OF WYOMING
ss.
Campbell County

Filed for record this 5th day of November A. D., 19 79 at 9:12 o'clock A M. and recorded in Book 488 of Photos on page 369. Fees $ 8.00
RECORDED
ABSTRACTED
INDEXED
CHECKED
Vivian E. Addison
County Clerk and Ex-Officio Register of Deeds
By
Deputy

9:05 A October 18 79

Ellen Cowan Whipps
Patricia A. Good

[redacted], J. Bradshaw

to

Barlow & Haun, Inc.

Assignment

RECORDED ✓
INDEXED ✓
ABSTRACT ✓

NO. 287799

STATE OF WYOMING, }
COUNTY OF NIOBRARA } ss.

This instrument filed for record at 1:40
o'clock P M., on 5th day of December
A. D. 19 79, and duly recorded in Book
299 on page 96.

Betty F. Morgan
County Clerk and Ex-Officio Register of Deeds
By Allyanne K. Stutzman Deputy

178747

RECORDED February 1 19 80 8:00 AM
IN BOOK 58 Oil PAGE 576
FEES $ 10.00 Lois Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stine

Return to: Barlow & Haun, Inc.
139 West Second Street
Casper, Wyoming 82601
$10.00 pd.

RECORDED ✓
INDEXED ✓
ABSTRACT ✓

336781

BARLOW & HAUN, INC. GEOLOGISTS
139 WEST SECOND STREET
CASPER, WYOMING 82601

876

5799

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Leslie J. Rodman, (hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign, and set over unto Leslie J. Rodman and Barbara L. Rodman, as Joint tenants and not as Tenants in Common, of 6833 So. High, Littleton, Colorado 80122 (hereinafter referred to as Assignee), an overriding royalty of 14% of 8/8 ____ percent of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to and under the terms of the following oil and gas lease, free and clear of all cost and expense of development and operation except applicable taxes of every nature:

Lessor: United States of America Serial No.: W-60562
Effective Date: October 1, 1977
Description: Township 29 North, Range 109 West 6th P.M.
Section 20: All
Section 21: All
Section 22: All
Section 28: All

Containing a total of 2560 acres in Sublette County, State of Wyoming.

Leslie J. Rodman
6833 South High Street
Littleton, Colorado
80122

Leslie J. Rodman
6833 South High Street
Littleton, Colorado
80122

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 conditions: 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 insofar and only insofar as it covers the above described lands.

B. The overriding royalty interest herein provided for shall not 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 benefiting said lands.

C. If Assignor's interest in the above described oil and gas lease is less than the entire interest and/or if said lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

D. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 25th day of January, 1980.

Leslie J. Rodman

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

On this 25th day of January, 1980, before me the undersigned Notary Public personally appeared Leslie J. Rodman to me known to be the identical person described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires:
[illegible] 1982

Notary Public in and for
Arapahoe County, State of Colorado

178755

RECORDED Feb. 7 1980 1:32 P.M.
IN BOOK 125 of Misc. PAGE 573
FEE $ [redacted]
[illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

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

Wallace Glover
P. O. Box 240
Provo, UT 84601

W 52407
(Serial Number)

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

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

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

T. 30 N., R. 115 W., 6th Prin. Mer.
Sec. 13: N½SW¼
Sec. 24: N½SW¼
Sec. 25: Lot 2

lease were
Structure on

Containing a total of 196.70 acres	Annual Rental . . . . . $ 98.50

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 1975

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

November 11, 1975
(Date)

178767

RECORDED February 11 1980 8:00 A M
BOOK 58 O&G PAGE 580
FEE $14.00 Laura Yule COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Copy sent by Title Service

FOR CLAIMANT

580

LEASE TERMS

1. *Rights of lessee.*—The lessee is granted the ... right and privilege to drill for, mine, extract, remove, ... pose of all the oil and gas deposits, except helium gas, ... lands eased, together with the right to construct and ... thereupon, all works, buildings, plants, waterways, ... telegraph or telephone lines, pipelines, reservoirs, tanks, ... stations, or other structures necessary to the full enjoy... thereof, for a period of 10 years, and so long thereafter as ... is produced in paying quantities; subject to any unit ... not heretofore or hereafter approved by the Secretary of ... or, the provisions of said agreement to govern the lands ... thereto where inconsistent with the terms of this lease.

... The lessee agrees:

Bond.—(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) ... a bond in a sum double the amount of $2 per acre an... tal but not less than $1,000 nor more than $10,000. ... inclusion of any part of the leased land within the ... logic structure of a producing oil or gas field. (4) ... , prior to beginning of drilling operations and main... all times thereafter as required by the lessor a bond in ... sum of $10,000 with approved corporate surety, or ... of United States bonds as surety therefor conditioned ... pliance with the terms of this lease, unless a bond in ... unt is already being maintained or unless such a bond ... by an operator of the lease is accepted. (5) Until a ... lease bond is filed to furnish and maintain a bond in ... sum of not less than $1,000 in those cases in which ... required by law for the protection of the owners of sur... ... In lieu of any of the bonds described herein, the ... may file such other bond as the regulations may permit.

Operation of unit plan.—Within 30 days of demand ... 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 ... plan for the development and operation of the area, field, ... or part thereof, embracing the lands included herein as ... tary of the Interior may then determine to be practicable ... essary or advisable, which plan shall adequately protect ... hts of all parties in interest, including the United States.

Wells.—(1) To drill and produce all wells necessary to ... the leased land from drainage by wells on lands not the ... y of the lessor, or lands of the United States leased at a ... royalty 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 ... the field or area in which the leased lands are situated, ... is authorized and sanctioned by applicable law or by the ... ty 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 ... s may be properly and timely developed and produced in ... nce with good operating practice.

Rentals and royalties.—(1) To pay rentals and royalties ... nts or value of production removed or sold from the ... ed lands as follows:

Rate.—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 50 cents per acre or fraction of an acre.

... If the lands are wholly or partly within the known geo... logic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year begin... 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 ... eof at the expiration of each lease year, or the difference ... ween the actual royalty paid during the year if less than $1 ... r acre, and the prescribed minimum royalty of $1 per acre, ... ided that if this lease is unitized, the minimum royalty shall ... payable only on the participating acreage and rental shall be ... yable on the nonparticipating acreage as provided in subpara... ph (b)(ii) above.

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

(2) 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 ... ucts obtained from gas, due consideration being given to the ... highest price paid for a part or for a majority of production of ... quality in the same field, to the price received by the lessee, ... posted prices, and to other relevant matters and, whenever ... ppropriate, 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 de... ... ered in merchantable condition on the premises where produced ... without cost to lessor, unless otherwise agreed to by the parties ... reto, at such times and in such tanks provided by the lessee as ... asonably 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 fol... ... owing the calendar month in which produced nor be responsible ... held liable for the loss or destruction of royalty oil or other ... ducts 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 ... hereof segregated for royalty purposes may be reduced if the ... Secretary of the Interior finds that, for the purpose of encour... ... ging 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 be... ... cause 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 opera... ... tion 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 con... ... ued 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.

Statements, plats and reports.—At such times and in ... form as the lessor may prescribe, to furnish detailed state... ... ments showing the amount 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, a plat showing ... development work and improvements, and such other reasonably ... required information concerning operations conducted on the ... leased lands, and to ... [illegible] ... orders, ... [illegible] ... duplicate ...

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, preferences 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 ... termination or expiration of this ... or at any ... hereto when required ... to fill ... pits ...

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 on cause of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for 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) *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 appropriate 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 restriction.*—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 ... upon, and every benefit hereof shall inure to, the heirs, ... administrators, successors, or assigns of the respective ... 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 ... 22, and 43 Title 18 U.S. ... of the ...

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)*

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

Address *(include zip code)*

BUREAU OF LAND
P. O. BOX 1869
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 1973)

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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*

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

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*is form of stipulation may be used in connection h leases and permits issued under the Acts of ruary 25, 1920, as amended (30 U.S.C. 181 *et seq.*); ust 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, 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]eges authorized by this lease or ermit, and shall maintain such fire tools at his headmarters or at the appropriate location on the lands as e deemed necessary by such representative.

) In the location, design, construction, and maintenace of all authorized works, buildings, plants, erways, roads, telegraph or telephone lines, pipees, reservoirs, tanks, pumping stations, or other ctures or clearance, the lessee or permittee ll do all things reasonably necessary to prevent reduce to the fullest extent scarring and erosion of lands, pollution of the water resources and any age to the watershed. Where construction, opera- or maintenance of any of the facilities on or ected with this lease or permit causes damage to watershed or pollution of the water resources, the e or permittee agrees to repair such damage and ake such corrective measures to prevent further ution or damage to the watershed as are deemed ssary by the authorized representative of the tary of Agriculture.

t in the opinion of the authorized representative of ecretary of Agriculture, the lands are valuable for shed protection, the lessee or permittee shall profor 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 ce 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 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 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 mits or with other existing uses.

[redacted]To install and maintain cattle guard[redacted]nt 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-TETON [illegible]
FOREST SERVICE [illegible]
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

5-84

Forest Service Supplement to
Form 3109-3

585

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 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.

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.

587

Form 3106–5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 52407

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

178763

F. J. Bradshaw
337 Pierpont Avenue
Salt Lake City, Utah 84101

RECORDED Feb 11 1980 8:22 M
IN BOOK 58 O&G PAGE 587
FEES 8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McElwee

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T. 30 North, R. 115 West, 6th Prin. Mer.
Sec. 13: N½SW¼
Sec. 24: N½SW¼
Sec. 25: Lot 2

Containing 196.70 acres in Sublette County, Wyoming

3. 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

4. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* One Percent (1%)
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 22nd day of December, 19 75

Wallace Glover
(Assignor's Signature)
Wallace Glover

P. O. Box 240
(Assignor's Address)

Provo (City) Utah (State) 84601 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JAN 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 1976

NOTE: The [redacted] may be reproduced provided that copies [redacted] with the [redacted]

[redacted] PA [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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 December, 19 75

T. J. Bradshaw
(Assignee's Signature)

337 Pierpont Avenue
Salt Lake City, Utah 84101
(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 organization 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.

GPO 851-983

585

5-58 A

7-52407

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by Wallace Glover

this 22nd day of December 19 75

Notary Public

My Commission expires 1-15-77

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W–52407

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Mesa Petroleum Co~~mpany~~
P.O. Box 2009
Amarillo, Texas 79189

178769

RECORDED February 11 1980 8:00 A M
IN BOOK 58 Oil & G PAGE 589
FEES $8.00 Lou 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) December 1, 1975, 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 30 North, Range 115 West, 6th Prin. Mer.
Sec. 13: N½SW¼
Sec. 24: N½SW¼
Sec. 25: Lot 2

Containing 196.70 Acres
Sublette County, Wyoming

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

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

a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 5¼% (Five and one-quarter)
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 1% (One percent)

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

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

Executed this 18th day of July, 19 79

Richard R Munroe
(Assignor's Signature)

Walker Bank & Trust Co., Personal representative
u/w F. J. Bradshaw, Deceased, P. O. Box 30169,
Salt Lake City, Utah 84142
(Assignor's Address)

Richard R. Munroe
Trust Officer

(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 OCT 1 1979

By Glenn A. Sanc
(Authorized Officer)

Chief, Oil &
Gas Section DEC 10 1979
(Title) (Date)

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

FOR CLAIMANT

589

5-90

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 #W-56943
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation — Delaware
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.

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 September, 1979.

ATTEST:

Dallas Allen Hammett
Assistant Secretary

MESA PETROLEUM CO.

By: J. K. Gibson
(Assignee's Signature)
Vice President

P. O. Box 2009, Amarillo, Texas 79189
(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) 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-52407

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 18th day of July in the year 1979, before me personally appeared Richard R. Munroe, known to me to be the Trust Officer of Walker Bank & Trust Co., who executed the within and foregoing instrument as the personal representative of the Estate of F. J. Bradshaw, Deceased, and acknowledged to me that he executed the same.

NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
6-6-80

EXHIBIT C

RIDER

RRM

Lease No. W-52407

It is agreed that in the event the Assignee elects to relinquish, release or surrender the above described lease or any part thereof, it will give written notice to Assignor sixty (60) days prior to the due date of rental payment, and Assignee further agrees that it will assign to Assignor that portion of the lease to be surrendered, provided such assignment is requested by Assignor in writing within thirty (30) days after it has received such notice. Any reassignment as provided herein shall be free from all burdens other than those existing on the date hereof.

APPROVED AS TO FORM
VC & C & McC

592

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

01X6 4907529

File 4907529

KNOW ALL MEN BY THESE PRESENTS: That I, we, ...

9713 Santa Monica Blvd., Suite 205, Beverly Hills, Ca. 90210, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0259, and covering land situate in Sublette County, Counties, described as follows:

T 28 N., R 106 W., 6th P.M.
Sec. 19: NE¼SW¼
Sec. 30: Lots 3,4

WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED

and containing 112.52 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 Kenai Oil and Gas Inc. 200 Energy Center Ave. 717 17th St., Denver, Co. 80202 As to 50% interest and T.A. Chorney Exploration Co. as to 50% interest of 732 Petroleum Bldg. 475 17th St., Denver, Co. 80202, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T 28 N., R 106 W., 6th P.M.
Sec. 19: NE¼SW¼
Sec. 30: Lots 3, 4

WITHOUT WARRANTY OF TITLE EXPRESS OR IMPLIED

and containing 112.52 acres, more or less, reserving, however, unto assignor an overriding royalty of Five Percent (5%)

Kenai Oil and Gas Inc. and T.A. Chorney Exploration Co.

TO HAVE AND TO HOLD unto the said ....., 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 23rd day of August, 1979

WITNESS:

Marguerite P. Smith
Assignor-Lessee

MARGUERITE P. SMITH

By .....
President

Attest:

(SEAL)

.....
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of California
County of Los Angeles } ss.

On this 1st day of September, A. D. 1979, before me personally appeared Marguerite P. Smith to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 1st day of September, A. D. 1979.

(SEAL)

OFFICIAL SEAL
MARGUERITE M. MURPHY
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES SEPTEMBER 10, 1983

Marguerite M. Murphy
Notary Public

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

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 office record.)

4-8-73

[redacted] [redacted] [redacted]

In the event assignee or his assigns shall desire to surrender all or any part of the acreage embraced herein, assignee agrees to notify assignor by registered or certified mail at least 60 days in advance of any rental paying date, and assignor shall then have 15 days within which to elect to take a reassignment of the interest to be relinquished. Should assignor elect to obtain such a reassignment, same must be delivered by assignee by registered or certified mail at least 30 days in advance of any rental paying or anniversary date, and such reassignment shall be free and clear of all encumbrances other than those existing as of the date of this assignment. Liability under the terms of this rider shall be limited to the consideration paid for the execution of this assignment.

178794

RECORDED February 13 1980 1:30P M
IN BOOK 58 Ox O PAGE 592
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Kathleen M. Lewis

PRINTED BY WILKINS PRINTING, INC. 511 16TH ST. STE 222 DENVER CO 80202 (303) 893-1681
FACSIMILE REPRODUCTION by Tattock's

594

ASSIGNMENT

01X6 4907530

STATE OF WYOMING OIL AND GAS LEASE

File 4907530

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, Peggy L. Spears, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-261, and covering land situate in Sublette County, Counties, described as follows:

T. 30 N., R. 106 W.

Sec. 36 All

and containing 640 acres more or less, for and in consideration of the sum of Ten & (00/100) Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Kenai Oil & Gas Inc. and T. A. Chorney Exploration Co. of Denver, Colorado, ~~is~~ to an undivided 50% interest each, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

178795

Same as above

RECORDED Feb. 13 1980 1:30 PM
IN BOOK 58 Misc PAGE 594
FEES 4.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 640 acres, more or less, reserving, however, unto assignor five percent of eight/eighths (5% of 8/8ths)

TO HAVE AND TO HOLD unto the said Kenai O & G Inc. & T. A. Chorney Explor, Co. their sucsors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to y renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 17th day of September 1979,

TNESS:

Peggy L. Spears
Peggy L. Spears — Assignor-Lessee

Soc. Sec. No. 525-58-7093

By _____
President

Attest:

(SEAL)

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Louisiana
County of Ouachita } ss.

On this 14th day of September, A. D. 19 79, before me personally appeared Peggy L. Spears to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal this 14th day of September, A. D. 19 79.

(SEAL)

Robert B. Guerin
Notary Public

My Commission expires: Dead

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.)

Form Approved: 3-2-50
5,000 April 1959

[redacted] [redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, JUDY DUGGAN, a single girl, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-0449, and covering land situate in SUBLETTE County, Counties, described as follows:

T. 30 N., R. 105 W. 6th P.M.
Sec. 16: All

01X6 4907531
File 4907531

and containing 640.00 acres more or less, for and in consideration of the sum of TEN Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto A. LANSDALE of Box 68, Garden Grove, California 92642, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

178796

RECORDED Feb 13 1979 1:30 P
BOOK 58 Oil PAGE 595
Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dolly McClure

T. 30 N., R. 105 W., 6th. P.M.
Sec. 16: All

and containing 640.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said A. LANSDALE, 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 30 day of June, 1978.

WITNESS:

S. A Hurston

Judy Duggan
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of CALIFORNIA
County of ORANGE } ss.

On this 30 day of June, A. D. 1978 before me personally appeared JUDY DUGGAN to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal this 30 day of June, A. D. 1978

(SEAL)

OFFICIAL SEAL
D. MONIOS
Notary Public - California
PRINCIPAL OFFICE IN
ORANGE COUNTY
MY COMMISSION EXPIRES JUNE 5, 1979

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: Sept. 7, 1978

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 2, 1978

(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 in the office record.)

595

ASSIGNMENT 596

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, **A. LANSDALE**, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number **78-0449**,

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

T. 30 N., R. 105 W., 6th P.M.
Sec. 16: All

01X6 4907531
4907531
File

and containing **640.00** acres more or less, for and in consideration of the sum of **Ten & No/100 - - -** Dollars ($ **10.00**) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto **Kenai Oil and Gas, Inc., and T. A. Chorney Exploration Co., 50% each** of **Denver, Colorado 80202**, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T. 30 N., R. 105 W., 6th P.M.
Sec. 16: All

Addresses of Assignees:
Kenai Oil & Gas, Inc.
717 - 17th St., Denver, CO 80202
T.A. Chorney Exploration Co.
475 - 17th St., Denver, CO 80202

and containing **640.00** acres, more or less, reserving, however, unto assignor **Five (5%) percent of 8/8ths of production**

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

IN WITNESS WHEREOF, this instrument executed this **28** day of **September**, **1979**

WITNESS: **178797**

A. Lansdale
Assignor-Lessee

RECORDED Feb. 13 1980 1:30 P M
IN BOOK 58 Rec'd PAGE 596
FEES 4.00 Lois J York COUNTY CLERK
(SEAL) SUBLETTE COUNTY CLERK
by Dorothy McClure

By
Attest
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of **California**
County of **Orange** } ss.

On this **28th** day of **September**, A. D. 19**79**, before me personally appeared **A. LANSDALE** 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 **28** day of **September**, A. D. 19**79**

(SEAL)

OFFICIAL SEAL
MARY S. HUFFMAN
Notary Public - California
PRINCIPAL OFFICE IN
ORANGE COUNTY
MY COMMISSION EXPIRES MARCH 30, 1981

Mary S. Huffman
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 $20.00. 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.)

4-77

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

Paul N. Temple
1800 North Kent St., Suite 900
Plaza East Building
Rosslyn, Virginia 22209

W 67184
(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 32 N, R 113 W, 6th Prin Mer
Sec 22: All
Sec 27: E½NE¼, W½, SE¼
Sec 32: All
Sec 34: NE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 1 3 1979

ntaining a total of **2000.00** acres	Annual Rental . . . . . $ **2000.00**

lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed er 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side of.

ective date of lease: APR 1 1979

THE UNITED STATES OF AMERICA

By Elmer W. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAR 1 6 1979
(Date)

178803

RECORDED February 14, 1980 9:15 A M
BOOK 58 Deed PAGE 597
FEES $12.00 Lora J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Claimant

636447
597

LEASE TERMS 598

c. 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, e lands leased, together with the right to construct and tain thereupon, all works, buildings, plants, waterways, , telegraph or telephone lines, pipelines, reservoirs, tanks, ing 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 ment heretofore or hereafter approved by the Secretary of terior, the provisions of said agreement to govern the lands t thereto where inconsistent with the terms of this lease.

2. The lessee agrees:

Bonds.—(1) To file any bond required by this lease and urrent 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) nish a bond in a sum double the amount of $2 per acre an- rental 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 enal sum of $10,000 with approved corporate surety, or leposit 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 hed by an operator of the lease is accepted. (5) Until a al 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 s lease, within 30 days of demand made thereafter, to sub- 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 ecretary of the Interior may then determine to be practicable necessary or advisable, which plan shall adequately protect ghts of all parties in interest, including the United States.

Wells.—(1) To drill and produce all wells necessary to t the leased land from drainage by wells on lands not the rty 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 irector of the Geological Survey, to compensate the lessor ill each month for the estimated loss of royalty through age in the amount determined by said Director; (2) at the on 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 ased lands as follows:

ntals.—To pay the lessor in advance an annual rental at llowing 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.

num 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 t the expiration of each lease year, or the difference he actual royalty paid during the year if less than $1 and the prescribed minimum royalty of $1 per acre, hat if this lease is unitized, the minimum royalty shall e only on the participating acreage and rental shall be n the nonparticipating acreage as provided in subpara- (ii) above.

y on production.—(1) To pay the lessor 12½ percent the production removed or sold from the leased lands n accordance with the Oil and Gas Operating Regula- FR Pt. 221).

expressly agreed that the Secretary of the Interior h reasonable minimum values for purposes of com- y on any or all oil, gas, natural gasoline, and other ained from gas, due consideration being given to the e paid for a part or for a majority of production of n the same field, to the price received by the lessee, prices, and to other relevant matters and, whenever after notice and opportunity to be heard.

paid in value, such royalties on production shall be ayable monthly on the last day of the calendar month ng the calendar month in which produced. When nt of production, such royalty products shall be de- rchantable condition on the premises where produced o lessor, unless otherwise agreed to by the parties h times and in such tanks provided by the lessee as ay be required by the lessor, but in no case shall e required to hold such royalty oil or other products beyond the last day of the calendar month next fol- slendar month in which produced nor be responsible for the loss or destruction of royalty oil or other torage from causes over which he has no control. or minimum royalties may be waived, suspended and royalties on the entire leasehold or any portion egated for royalty purposes may be reduced if the the Interior finds that, for the purpose of encour- reatest ultimate recovery of oil or gas and in the onservation of natural resources, it is necessary, in to do so in order to promote development, or be- e cannot be successfully operated under the terms

.—Unless otherwise directed by the Secretary to make rental, royalty, or other payments to the order of the Bureau of Land Management at the ed in the regulation 43 CFR 3102.2. If there the leased lands capable of producing oil or gas ntities, the failure to pay rental on or before the te shall automatically terminate the lease by opera- However, if the time for payment falls on a day in or office to receive payment is closed, payment shall ely if made on the next official working day.

for disposal of products.—To file with the upervisor of the Geological Survey not later than he effective date thereof any contract, or evidence gement, for the sale or disposal of oil, gas, natural other products of the leased land; *Provided*, That such contract or other arrangement shall be con- ying any of the provisions of this lease, including, to, provisions relating to gas waste, taking royalty he method of computing royalties due as based on luation and in accordance with the Oil and Gas lations.

rts, plats and reports.—At such times and in the lessor may prescribe, to furnish detailed state- ing the amounts and quality of all products removed rom the lease, the proceeds therefrom, and the amount roduction purposes or unavoidably lost; a plat showing nt work and improvements on the leased lands; and a ith respect to stockholders, investments, depreciation

.—To keep a daily drilling record, a log, and ion on all well surveys and tests in form acceptable ded by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations effecting 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:

(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, damaging or removing fossils, historic or prehistoric ruins, or 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. *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[illegible] relating to contracts, enter[illegible] and f[illegible] part of this l[illegible] far as the same may be a[illegible]

[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)*

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)*

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 849-268

600

WILDERNESS PROTECTION STIPULATION - By accepting this lease, the lessee acknowledges that the lands contained in this lease are being inventoried or evaluated for their wilderness potential by the Bureau of Land Management under section 603 of the Federal Land Policy and Management Act of 1976, 90 Stat. 2743, 2785 (43 U.S.C. Sec. 1782).

Until the BLM determines that the lands covered by this lease do not meet the criteria for a wilderness study area as set forth in section 603, or until Congress decides against the designation of lands included within this lease as "wilderness," the following conditions apply to this lease, and override every other provision of this lease which could be considered as inconsistant with them and which deal with operations and rights of the lessee:

1. Any oil or gas activity conducted on the leasehold for which a surface use plan is not required under NTL-6 (for example; geophysical and seismic operations) may be conducted only after the lessee first secures the consent of the BLM. Such consent shall be given if BLM determines that the impact caused by the activity will not impair the area's wilderness characteristics.

2. Any oil and gas exploratory or development activity conducted on the leasehold which is included within a surface use plan under NTL-6 is subject to regulation (which may include no occupancy of the surface) or, if necessary, disapproval until the final determination is made by Congress to either designate the area as wilderness or remove the section 603 restrictions.

If all or any part of the area included within the leasehold estate is formally designated by Congress as wilderness, oil and gas exploration and development operations taking place or to take place on that part of the lease shall become subject to the provisions of the Wilderness Act of 1964 which apply to national forest wilderness areas, 16 U.S.C. Sec. 1131 et seq., as amended, the Act of Congress designating the land as wilderness, and Interior Department regulations and policies pertaining thereto.

[redacted] [redacted] [redacted]

In order to protect important seasonal wildlife habitat, exploration, drilling, and other development activity will be allowed only during the period from May 15 to November 15. 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.

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Form 3106-5
(February 1971)

CASPER PRESS
134 N. Center
Casper, Wyo

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-67185

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

AMOCO PRODUCTION COMPANY
Security Life Building
Denver, Colorado 80202

178804

RECORDED Feb 14 1980 9:15 AM
IN BOOK 58 Orl PAGE 602
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)* April 1, 1979, 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 32 North, Range 113 West, 6th P.M.
Section 29: All

Containing 640.00 acres, more or less,
in Sublette County, Wyoming.

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

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

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

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 79

Paul N. Temple
(Assignor's Signature)

1800 N. Kent Street, Suite 900
(Assignor's Address)

PAUL N. TEMPLE

Rosslyn, Virginia 22209
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUL 1 1979

By Glenna W. Dance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 20 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 [illegible]

[redacted] 6448 [redacted] CLAIMANT

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19

(Assignee's Signature)

ith acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 971) and contains all of the provisions thereof as of the date of ding of this Assignment, plus the acknowledgment below which is he only addition to Official Form 3106-5 (February 1971).

(Address, include zip code)

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

GENERAL INSTRUCTIONS

...of form - Use only for assignment of record title ... oil and gas leases ... operating ... An assignment of record title may ... If more than one assignment is made ... lease, file a separate instrument of transfer with ... assignment.

...ng and number of copies - File three (3) completed ... manually signed copies in appropriate land office ... $10 nonrefundable filing fee ... duplicate ... the assignment within thirty (30) days after ... execution.

Effective date of assignment - Assignment if approved ... effect on the first day of the month following the ... filing of all required papers.

...ving royalties or payments out of production - ... rights in an oil and gas operating agreement may ... royalties or payments out of production created by ... but not all of them. If payments out of production ... reserved by assignor, outline in detail the amount, ... of payment, and other pertinent data.

Effect of Assignment - Approval of assignment ... lease ... partially described portion of the leased lands ... separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to ... 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.

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

SPECIFIC INSTRUCTIONS

PART I

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

PART II

A. *Certification of assignee*

3. If assignee is a ... 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 ... in such matters, and (c) names and addresses of ... other 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 kept in compliance with the regulations (43 CFR 3102).

...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 and if there are other than interested in the assignment a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106-5 (February 1971)

134 N. Center
Casper, Wyoming

STATE OF VIRGINIA
COUNTY OF APPOMATTOX } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of APRIL, 1979, personally appeared PAUL N. TEMPLE

and

, to 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 05-12-81

Notary Public.

REASSIGNMENT RIDER

Attached to and made a part of assignment dated April 2, , 19 79 .

ssignee agrees not to let said lease terminate by non-payment of rentals without first otifying Assignor in writing of its intention to do so at any time not less than thirty 30) days prior to the rental due date under said lease properly deposited into the United States Post Office with sufficient postage, addressed to Paul N. Temple 1800 N. Kent Street, Suite 900, Rosslyn, Virginia 22209 nd in that event upon written demand by said Assignor if received by Assignee within ifteen (15) days after mailing of such notice, said Assignee, its successors and assigns, ill re-assign to said Assignor said lease, or that portion thereof on which it does not hoose to pay said rentals. In the absence of any such demand, no obligation on said ssignee, its successors and assigns, to re-assign said lease shall exist. Assignee hall not be liable to Assignor for Assignee's unintentional failure to comply with the ovisions hereof.

Initialed for identification - Assignor PBT

Assignor hereby excepts and reserves an obligation equal to $ 4,000.00 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 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 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 4-2-79

Signed for Identification _____

[illegible] Approved [illegible]
[illegible] April 6, 1[illegible]

[illegible]

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 79- 0547

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

I, MONSANTO COMPANY
(Name of Applicant)
700 S. Colorado Blvd., Suite 500
(Number and Street)
Denver, Colorado 80222
(City and State)

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

2. Land requested

Sublette (County) | Common School (Fund)

T. 30 N., R. 103 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List.

Section 24: N½ S½

Total Area 160.00 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) (Fund)

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

This lease embraces the area and the land described in item 2.

Total Area ..... Acres

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

Advanced Rental (To be computed at ~~50~~ $1.00 per acre or fraction thereof) ..... $ 160.00

Total $ 175.00

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: Monsanto Company, a Delaware Corporation, 700 South Colorado Blvd., Suite 500, Denver, Colorado 80222

(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 24th day of August, 19 79.

Lessee: Monsanto Company

By: [signature] (Lessee Signature)

Robert H. Love, Attorney-in-Fact (Lessee Signature)

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

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

Signed on OCT 4 1979

EFFECTIVE DATE OF LEASE October 2, 1979

Signed: [signature]

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)

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LEASE TERMS

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

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

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50¢ per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

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

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

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

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, however, the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To measure, measure said lands in conformance with the correct for temperature all production (Regulations adopted by the Board of Commissioners and report said production to the proper in accordance therewith.

Keep books and records pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

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

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

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

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

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

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

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

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

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

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense, to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties must be approved by the lessor. Operating agreements must have the approval of the lessor and must be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished or surrendered to lessor as to all or any part of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Board Lands, and is subject to the Rules and Regulations governing the issuance of oil and gas leases pre-

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, Oscar E. Swan, 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 & Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in the Pioneer Building, 2424 Pioneer Avenue, of Cheyenne, Wyoming on this 4th day of October, A. D. 19 79.

SEAL

OSCAR E. SWAN
COMMISSIONER OF PUBLIC LANDS

178844

RECORDED February 15 1980 3:30 P M
IN BOOK 58 Misc PAGE 605
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

608

PLEASE RETURN TO:
Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217
Attn: Title Records Section

orm 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)

Willard B. Brown
200 East 36th St., Apt. 17-D
New York, NY 10016

ode

W 69885
(Serial Number)

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

nds included in the lease: State: **Wyoming** County: **Sublette**

T 28 N, R 115 W, 6th Prin Mer
Sec 6: Lots 10, 11, SE¼
17: All
21: All
27: NW¼, N½SW¼, SE¼SW¼, SE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on DEC 14 1979

Containing a total of **1949.19** acres	Annual Rental . . . . . $ **1950.00**

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: JAN 1 1980

THE UNITED STATES OF AMERICA

By Glenda M. Bane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

DEC 27 1979
(Date)

178845

RECORDED Feb 19 1980 8:00 AM
IN BOOK 58 Rec'd PAGE 608
FEES $6.00 Laura J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thiem

LEASE TERMS

[redacted] essee is granted the
[redacted] ine, extract, remove,
[redacted] s, except helium gas,
[redacted] s leased, together with the right to construct and
[redacted] thereupon, all works, buildings, plants, water ways
[redacted] aph or telephone lines, pipelines, reservoirs, tanks,
[redacted] structures, or other structures necessary to the full enjoy-
[redacted] for a period of 20 years and so long thereafter as
[redacted] production [redacted] in paying quantities, subject to any limi-
[redacted] hereafter approved by the Secretary, or
[redacted] the provisions [redacted] and agreement to govern the lands
[redacted] where not inconsistent with the terms of this lease
[redacted] purposes as follows:

(1) To file any bond required by this lease and [redacted] ute and until such bond is filed not to enter [redacted] this lease. (2) To maintain any bond furnished as a condition for the issuance of this lease. (3) [redacted] bond in a sum [redacted] of this amount of $2 per acre and but not less than $[redacted] 0 nor more than $10,000, [redacted] on of any part of the leased land within the [redacted] ture of a producing oil or gas field. (4) [redacted] to begin [redacted] of drilling operations and main- [redacted] er thereafter as required by the lessor a bond in [redacted] of $10,000 with approved corporate surety, or [redacted] United States bonds as surety therefor, conditioned [redacted] with the terms of this lease unless a bond in [redacted] already be [redacted] maintained [redacted] under such a bond [redacted] operator of the lease [redacted] accepted. (5) Until a [redacted] bond is [redacted] to furnish and maintain a bond in [redacted] of not less than $1,000 in those cases in which [redacted] by law for the protection of the owners of sur- [redacted] ues of any of the bonds described herein the [redacted] e such other bond as [redacted] regulations may permit [redacted] *ource of water.*—Within 30 days of demand, [redacted] land is committed to an approved unit or coop- [redacted] such plan is terminated prior to the expiration [redacted] within 30 days of demand made thereafter, to sub- [redacted] to operate under such reasonable cooperation or [redacted] the development and operation of the area, field, [redacted] or pool embracing the lands included herein as [redacted] the Interior may determine to be practicable [redacted] or advisable, which plan shall adequately protect [redacted] all parties in interest, including the United States.

(b) To drill and produce all wells necessary to [redacted] land from drainage by wells on lands not the [redacted] lessor, or lands of the United States leased at a [redacted] rate or as to which the royalties and rentals are [redacted] ent lands than are those of this lease; or in lieu [redacted] of such drilling and production, with the consent of [redacted] of the Geological Survey, to compensate the lessor [redacted] month for the estimated loss of royalty through [redacted] the amount determined by said Director; (2) at the [redacted] the lessee to drill and produce other wells in con- [redacted] any system of well spacing or production allotments [redacted] field or area in which the leased lands are situated, [redacted] ized and sanctioned by applicable law or by [redacted] terior, and (3) promptly after due notice in [redacted] and produce such other wells as the Secretary of [redacted] may reasonably require in order that the leased [redacted] may be properly and timely developed and produced in [redacted] with good operating practice.

Rentals and royalties.—(1) To pay rentals and royalties [redacted] or value of production removed or sold from the [redacted] as follows:

To pay the lessor in advance an annual rental at [redacted] rates:

(a) If the lands are wholly outside the known geologic struc- [redacted] e of a producing oil or gas field:

(i) For each lease year a rental of $1.00 per acre [redacted] or fraction of an acre.

(b) If the lands are wholly or partly within the known geo- [redacted] 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.

[redacted] *royalties.*—Commencing with the lease year begin- [redacted] after a discovery on the leased land, to pay the lessor [redacted] rental, a minimum royalty of $1 per acre or fraction [redacted] at the expiration of each lease year, or the difference [redacted] the actual royalty paid during the year if less than $1 [redacted] and the prescribed minimum royalty of $1 per acre, [redacted] that if this lease is unitized, the minimum royalty shall [redacted] e only on the participating acreage and rental shall be [redacted] on the nonparticipating acreage as provided in subpara- [redacted] h] above.

[redacted] *on production.*—(1) To pay the lessor 12½ percent [redacted] on the production removed or sold from the leased lands [redacted] in accordance with the Oil and Gas Operating Regula- [redacted] (43 CFR Pt. 221).

[redacted] is expressly agreed that the Secretary of [redacted] Interior [redacted] establish reasonable minimum values for purposes of com- [redacted] royalty on any or all oil, gas, natural gasoline, and other [redacted] obtained from gas, due consideration being given to the [redacted] price paid for a part or for a majority of production of [redacted] ality in the same field, to the price received by the lessee, [redacted] ed prices, and to other relevant matters and, whenever [redacted] ate, after notice and opportunity to be heard.

When paid in value, such royalties on production shall be [redacted] d payable monthly on the last day of the calendar month [redacted] llowing the calendar month in which produced. When [redacted] unt of production, such royalty products shall be de- [redacted] in merchantable condition on the premises where produced [redacted] ort to lessor unless otherwise agreed to by the parties [redacted] at such times and in such tanks provided by the lessee as [redacted] may be required by the lessor, but in no case shall [redacted] see be required to hold such royalty oil or other products [redacted] ge beyond the last day of the calendar month next fol- [redacted] the calendar month in which produced nor be responsible [redacted] ly for the loss or destruction of royalty oil or other [redacted] ts in storage from causes over which he has no control. [redacted] entals or minimum royalties may be waived, suspended [redacted] ed and royalties on the entire leasehold or any portion [redacted] segregated for royalty purposes may be reduced if the [redacted] y of the Interior finds that, for the purpose of encour- [redacted] the greatest ultimate recovery of oil or gas and in the [redacted] of conservation of natural resources, it is necessary in [redacted] order to do so in order to promote development, or be- [redacted] the lease cannot be successfully operated under the terms [redacted] ment.

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

[redacted] *contracts for disposal of products.*—To file with the [redacted] Gas Supervisor of the Geological Survey not later than [redacted] days after the effective date thereof any contract, or evidence [redacted] of any arrangement, for the sale or disposal of oil, gas, natural [redacted] e, and other products of the leased land; *Provided*, That [redacted] in any such contract or other arrangement shall be con- [redacted] as modifying any of the provisions of this lease including, [redacted] not limited to, provisions relating to gas waste, taking royalty [redacted] and the method of computing royalties due as based on [redacted] arm's-length valuation and in accordance with the Oil and Gas [redacted] Operating Regulations.

[redacted] *statements, plats and reports.*—At such times and in [redacted] forms as the lessor may prescribe, to furnish detailed state- [redacted] ments of the amounts and quality of all products removed [redacted] from the lease, the proceeds therefrom, and the amount [redacted] used for production purposes or unavoidably lost, a plat showing [redacted] development work and improvements on the leased lands; and a [redacted] report with respect to [redacted] accidents, [redacted] operations, [redacted] depreciation [redacted]

[redacted] leased lands, and an acceptable [redacted] all subsurface investigations affecting said lands, [redacted] h them, or copies thereof, to the lessor when required. [redacted] formation obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *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.

(k) *Diligence, prevention of waste, health and safety of operations.* 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.

(l) *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.

(m) *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 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.

(n) *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.

(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, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 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 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 [redacted] non-Federal lands in the vicinity; (2) polluting air [redacted] (3) damaging improvements owned by the United States [redacted] es, or (4) destroying, damaging or removing fossils, [redacted] ic ruins, or artifacts and upon any partial or [redacted] ration of this [redacted] quired and to [redacted] pits, ditches

total relinquishment or the cance [redacted] lease, or at any other time prior [redacted] the extent deemed necessary by the [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.

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

(t) *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 this same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

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

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

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

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

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

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

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

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

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

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

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

When Recorded Please Return to:
CONOCO INC.
Mineral Lease Records
P. O. Box 1267
Ponca City, OK 74601

610

Ratification Rental Stipulation
Designation of Depository

Lease #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 Conoco Inc. insofar as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND BECOMES PART HEREOF.

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 Conoco 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 June 12, 1980, 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		Western Bank P.O. Box 457 Las Cruces, NM 88001 Acct. #474339

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 Conoco Inc., 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 23rd day of January, 1980.

Marian G. Pinson
MARIAN G. PINSON

178846

RECORDED Feb. 19, 1980 8:09 A M
IN BOOK 58 Rec'd PAGE 611
FEES $10.50 Lana J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Stevens

13-152 PB . 1-77

Ratification Rental Stipulation
Designation of Depository

STATE OF NEW MEXICO)
) SS.
COUNTY OF DONA ANA)

Before me, a notary public in and for said county and state, on this 23rd day of January, 1980, personally appeared Marian G. Pinson 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.

R. Wilson Martin
R. Wilson Martin
Notary Public

My commission expires:
8/10/82

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

R I D E R

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, S½NE¼, 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: N½NE¼, 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: S½NE¼, W½, SE¼

[redacted] [redacted] [redacted]

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

Dalport Oil Corporation
3471 First National Bank Building
Dallas, TX 75202

W 52405
(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. 29 N., R. 115 W., 6th Prin. Mer.
Sec. 13: All

178877

RECORDED Dec 19 19 75 AT 8:00 A.M.
IN BOOK 5-C Misc PAGE 613
EFS S/C Richard Gibbs COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

U.S. Geolo[illegible]
lease were [illegible]
Structure on [illegible]

Containing a total of **640.00** 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: DEC 1 1975

THE UNITED STATES OF AMERICA

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

November 11, 1975
(Date)

FOR [illegible]

613

LEASE TERMS

614

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

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

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(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 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 proper office 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 any arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That in any such contract or other arrangement shall be considered 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 the gross value valuation and in accordance with the Oil and Gas Operating Regulations.

Statements and reports.—At such times and in such form as the Secretary may prescribe, detailed statements of operations and reports of all products removed and sold from the lease, the amounts used for production purposes or unavoidably lost, and the amount and quality of all products in storage at the end of the month, as well as a plat showing development work and improvements on the leased land, and such other reports with respect to the conservation of the property, the health and safety of workmen, and such other matters as the Secretary may require.

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

(h) *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 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 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 removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment of the leased area, cancellation or expiration of the lease, or at any other time thereto when required by the authorized officer necessary to fill any hole, ditch, or other excavation, 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) *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. [redacted]

[redacted] a copy of this

3160-485—(2)

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
P. O.
CASPER, WY 01

Management Agency *(name)*

OREST SUPERVISOR
RIDGER-T
REST SERVICE BUILDING
CKSON, WY 83001

Address *(include zip code)*

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

Notwithstanding any provision of this lease to the ntrary, any drilling, construction, or other operation the leased lands that will disturb the surface there- or otherwise affect the environment, hereinafter led "surface disturbing operation," conducted by see shall be subject, as set forth in this stipu- ion, to prior approval of such operation by the Area and Gas Supervisor in consultation with appro- te surface management agency and to such rea- able conditions, not inconsistent with the purposes which this lease is issued, as the Supervisor may ire to protect the surface of the leased lands and environment.

Prior to entry upon the land or the disturbance of surface thereof for drilling or other purposes, see shall submit for approval two (2) copies of a and explanation of the nature of the anticipated ivity and surface disturbance to the District Engi- or Area Oil and Gas Supervisor, as appropriate, and also furnish the appropriate surface management ncy named above, with a copy of such map 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 849-256

6/5

616

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 retary of Agriculture, and to pay for all such timber or destroyed at the rates prescribed by such repre- tative; to avoid unnecessary damage to improvements, ber, crops, or other cover; unless otherwise author- d by the Secretary of Agriculture, not to drill any l, 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 s and whenever required, in writing, by the author- representative of the Secretary of Agriculture to or fill all sump holes, ditches, and other ex- ions, remove or cover all debris, and so far as nably possible, restore the surface of the lands heir former condition, including the removal of tures as and if required, and when required by such sentative to bury all pipelines below plow depth.

To do all in his power to prevent and suppress t, brush, or grass fires on the lands and in their ity, and to require his employees, contractors, ontractors, and employees of contractors or sub- tractors to do likewise. Unless prevented by umstances over which he has no control, the lessee permittee shall place his employees, contractors, ontractors, and employees of contractors and sub- ntractors employed on the lands at the disposal any authorized officer of the Department of riculture for the purpose of fighting forest, brush, grass fires on or originating on the lands or on acent 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. 133y–16, Note).

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

4) 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.

To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, and, 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.

(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 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

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.

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 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.

620

Form 3106–5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-52405

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

•178848

Mesa Petroleum Co.

P. O. Box 2009

Amarillo, Texas 79189

RECORDED Feb 19 1980 8:00 A.M.
IN BOOK 55 Misc PAGE 620
FEES $5.00 Karen Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1975 , hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 29 North, Range 115 West, 6th Prin, Mer.
Section 13: All
Sublette County, Wyoming
640.0 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)* 7½% 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.

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

Executed this 27th day of August, 1979

EXPORT OIL CORPORATION

(Assignor's Signature)

3471 First National Bank Building
(Assignor's Address)

Dallas, TX 75202
(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 OCT 1 1979 By Glenna W. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 1 1979

[redacted]: This [redacted] is approved provided that copies are [redacted] duction on one sheet of [redacted] with the provisions of 43 CFR 3160. [redacted]

[redacted] PA[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 — Qualifications #W-56943
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation Delaware
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~~ 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 6th day of September, 19 79.

ATTEST: [redacted] PETROLEUM CORP. SEAL 1964

Assistant Secretary

MESA PETROLEUM CO.

By [signature]
(Assignee's Signature) Vice President

P. O. Box 2009, Amarillo, Texas 79189
(Address, include 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.

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 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

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.

☆GPO 1979-0-281-531

IGNMENT RIDER

Assignee herein, its successors or assigns, elects to surrender this lease or intends to same to terminate by non-payment of rental, as to all or any part of the lands covered , he will so advise the Assignor in writing at least forty-five (45) days before the next date. If the Assignor elects in writing or by telegram within fifteen (15) days after re- of such advice to receive assignment of the lease, or the portion thereof which the Assignee es to surrender, the Assignee shall promptly deliver such assignment in proper form to or. It is understood, however, that if the Assignee elects not to develop the leased es but to allow this lease to terminate at the end of the primary term hereof, no obligation ify Assignor or to assign this lease to Assignor shall arise. It is further understood ssignee shall be liable in an amount not to exceed $20,000 for failure to notify Assignor or ign this lease to Assignor in the event the lease terminates prior to the expiration of the y term as a result of an accident or mistake on the part of Assignee.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF DALLAS

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

W. L. TODD, JR. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of August A. D. 19 79

(L. S.)

Notary Public in and for DALLAS County, Texas.

844—The Odee Company, Publishers—Dallas

ASSIGNMENT OF OVERRIDING ROYALTY

The undersigned, *G. R. VERONDA and BETTY S. VERONDA, of 3311 South Coffman Avenue, Casper, Wyoming 82601*, as Assignor, does hereby bargain, sell transfer, convey and assign to *G. ROBERT VERONDA, of P. O. Box 662, Casper, Wyoming 82602*, as Assignee, an overriding royalty of *Three Quarters of One (3/4 of 01) Percent*, of all of the oil, gas and other hydrocarbonds produced, saved and marketed from the lands below described and located in *Sublette County, Wyoming*, by virture of that certain lease issued by the United States of America bearing *Serial Number W-62508*, to-wit:

TOWNSHIP 27 NORTH, RANGE 111 WEST, 6th P.M.
Section 29: W½NE¼, SE¼NE¼, W½, SE¼
Containing a total of 600.00 acres, more or less, situate in Sublette County, Wyoming

178855

RECORDED February 20 1980 12:45 PM
IN BOOK 58 Misc PAGE 623
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

This assignment is executed by Assignor and accepted by Assignee without warranties of any nature or kind.

IN WITNESS WHEREOF Assignor has executed this assignment this *18th* day of *February*, 19*80*.

ASSIGNOR:

G. R. VERONDA *BETTY S. VERONDA*

STATE OF *Wyoming*)
COUNTY OF *Natrona*)

The foregoing instrument was acknowledged before me by *G. R. Veronda and Betty S. Veronda* this *18* day of *February*, 19*80*.

Witness my hand and official seal.

LILLIE L. BLOWER Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 13, 1983

Lillie L. Blower
Notary Public

EXHIBIT A 624

ATTACHED TO AND MADE A PART OF THAT CERTAIN LETTER AGREEMENT DATED NOVEMBER 13, 1979 BETWEEN WILLIAM D. BLANKENSHIP AND CLAYTON W. WILLIAMS, JR., THOMAS S. GAYLORD AND GARY A. KELLER

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Clayton W. Williams, Jr., (80%); Thomas S. Gaylord (10%); Gary A. Keller (10%), whose address is 1451 Larimer Street, Suite 200, 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 William D. Blankenship, 1035 S. Garfield, Denver, Colorado 80209

in the percentages set forth above

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of .83452 of 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

W-20646

Township 40 North, Range 110 West, 6th P.M.
Section 32: All
Section 31: SE/4NE/4, E/2SE/4

W-20594

Township 39 North, Range 110 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4

W-68846

Township 39 North, Range 110 West, 6th P.M.
Section 6: Lot 1
Containing 958.64 acres, more or less, Sublette County, Wyoming

178854

RECORDED Feb 20 1980 12:45 P M
IN BOOK 58 Misc PAGE 624
FEES 6.50 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy M Stevens

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 30th day of January, 19 80.

Gary A. Keller

Clayton W. Williams, Jr.
BY: Thomas S. Gaylord
Thomas S. Gaylord, Attorney-in-Fact

Thomas S. Gaylord

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 30th day of January, 19 80, by Thomas S. Gaylord, Attorney-in-Fact for Clayton W. Williams, J
Witness my hand and notarial seal.
My commission expires October 26, 1981

Notary Public
Betty C. Brownson

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of January, 1980 by Thomas S. Gaylord.

Witness my hand and notarial seal.

My commission expires: October 26, 1981

Betty C. Brownson

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of January, 1980 by Gary A. Keller

Witness my hand and notarial seal.

My commission expires: October 26, 1981

Betty C. Brownson

626

Producers 88 (750) 9-55 Wyoming

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 1st day of July, 19 7_, between Draft M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife

Lessor (whether one or more), and Leonard Hay, Rock Springs, Wyoming

Lessee, WITNESSETH:

1. Lessor in consideration of Ten and 00/100ths * Dollars (10.00), in hand paid, of the royalties herein provided, and of the agreement 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, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, 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, Wyoming, to-wit:

T. 31 N., R. 100 W., 6th P. M.
Sec. 10: NE/4SE/4, S/2SE/4;
Sec. 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4;
Sec. 14: Lots 1, 2, NE/4NW/4;
Sec. 15: Lots 1, 2;
Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, T. 31 N., R. 100 W., 6th P. M.

LJJ EJ BJ

Section ..., Township ..., Range ...

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by Lessor. For rental payment purposes said leased lands shall be deemed to contain 720.50 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~X~~ 5 years from this date (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. 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 pipe line 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; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the 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; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty $100.00 per well per year and if such payment is made, it shall be considered that gas is being produced under all the terms and provisions hereof; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. If operations for drilling are not commenced on said land on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Rock Springs National Bank at Rock Springs, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Seven Hundred Twenty & 50/100 Dollars (720.50), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named 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 hereby is reduced by said release or releases.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, or if, after the expiration of the primary term production on this lease shall cease, this lease nevertheless shall continue as long as said operations continue or additional operations are had, which additional operations shall be deemed to be had where not more than sixty (60) days elapse between abandonment of operations on one well and commencement of operations on another well, and if production is discovered, this lease shall continue as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced and as long as additional operations are had.

6. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

7. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. 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.

8. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in Section 8, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

9. Lessor hereby ~~warrants and agrees to defend the title to said land~~ and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

10. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Brazell Jensen

[signature]

Leo J. Jensen

[redacted] [redacted] [redacted]

THE STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Grant M. Jensen and Josephine Jensen, husband and wife, this [illegible] day of June, 1975.

Witness my hand and official seal.

Notary Public

My commission expires: [illegible]

THE STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Leo J. Jensen and Eva Jensen, husband and wife, this [illegible] day of June, 1975.

Witness my hand and official seal.

Notary Public

My commission expires: [illegible]

178864

RECORDED Feb 20 1980 4:45 PM
IN BOOK 58 Misc PAGE 626
FEES $6.00 Sweetwater
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

628

Mid-Continent Association W [illegible]

CASPER, WYOMING

501

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, JAS. O. BREENE, JR.

1700 Broadway - #1219, Denver, Colorado 80290

hereinafter called Assignor (whether one or more), for and in consideration of ($1.00) the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto

Winona Oil Company
Suite 1219, 1700 Broadway
Denver, Colo. 80290 - 50%

James L. Walker, 3325 Anaconda Tower, 555-17th Street, Denver, Colo. 80202 - 50%

hereinafter called Assignee, all of his right, title and interest in and to the oil and gas lease dated November 30, 19 79 made and entered into by Floyd E. Bousman and Margaret J. Bousman, husband and wife, Lessor, to Jas. O. Breene, Jr., Lessee, recorded in book 58 O&G, page 524, records of Sublette County, Pinedale, Wyoming, covering the following described land in Sublette County, Wyoming:

Township 32 North, Range 103 West, 6th P.M.

Section 11: NE¼

178912

STATE OF WYOMING
SUBLETTE COUNTY, PINEDALE, WYOMING
I hereby certify this instrument was filed for record on the [illegible] day of [illegible] 19[illegible] at [illegible] o'clock [illegible] M. and duly recorded in book [illegible] page 628 of the records of this office.
[illegible] COUNTY CLERK

of Section XXX, Township XXX, Range XXX, containing 160.0 acres more or less, together with the rights incident thereto and the personal property thereon or used or held for use in connection therewith or 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 -0- 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 or such 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 XXXXXXXXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXXXXX 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 15th day of February, 19 80
without warranties of any kind.

Jas. O. Breene (Seal)
Jas. O. Breene, Jr.

(Seal)

(Seal)

STATE OF COLORADO
COUNTY OF DENVER

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 February 19 80 personally appeared Jas. O. Breene, 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.

My Commission Expires Nov. 7, 1983

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

No. Acres

County

Form

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

County Clerk.

By Deputy.

When recorded return to

649

630

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE .....
DISTRICT LAND OFFICE .....

KNOW ALL MEN BY THESE PRESENTS, That B. John Stanley, 1111 Lincoln Street, Denver, Colorado 80203 and Donald J. Egan, 1111 South Gaylord Street, Denver, Colorado 80209, 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
J. C. ALTHOUSE	444 - 17th Street Denver, Colorado 80202	One-half of One percent

178913

RECORDED Feb 22 1982 8:00 A M
BOOK 5 OF Misc
4 Sublette County Abstract
PAGE 630
COUNTY CLERK
SUBLETTE, WYOMING
Kyle Metzger Deputy

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

Township 35 North, Range 107 West, 6th P.M.
Section 4: Lots 1, 2, 3, 4, S½N½, S½
Section 5: S½N½, S½
Section 6: Lots 1, 2, 3, 4, S½N½, SE¼NW¼, E½SW¼, SE¼
Section 7: NE¼, E½NW¼, NE¼SW¼

Containing 1,281.12 acres, more or less.

WITNESS our hands this 4th day of November, 1981

Witnesses:

B. John Stanley

Donald J. Egan

STATE OF COLORADO
} ss.
COUNTY OF DENVER

On the 4th day of November, 1981, before me personally appeared B. John Stanley and Donald J. Egan the signors of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:

Notary Public

residing in

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

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:

FMC CORPORATION
Energy Center One
717 Seventeenth Street, Suite 1620
Denver, Colorado 80202

AN overriding royalty interest of an undivided .4% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, as set out and described in said Exhibit "A", attached hereto and made a part hereof, insofar and only insofar as said interest and leases respectively cover the land specifically described to the depth FROM THE SURFACE OF THE EARTH TO ALL DEPTHS.

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

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 2nd day of October, 1979.

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 2nd day of October, 1979, 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 ofr himself and as the free and voluntary act and deed for 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
July 11, 1983

178937

RECORDED [illegible] 19[illegible] M
IN BOOK [illegible] PAGE [illegible]
FEES $[illegible] COUNTY CLERK
SWEETWATER COUNTY, GREEN RIVER, WYOMING

431

EXHIBIT "A"

Sweetwater & Sublette Counties, Wyoming

Davis Lease No.	Lessor Federal Number	Lessee	Date	Land Description
D-5598	USA W-5714	Joan Chorney	06-01-67	Township 27 North, Range 108 West Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
D-5703-1	USA W-66296	Esther Chorney	05-01-67	Township 27 North, Range 108 West Section 28: NE/4 Section 29: S/2
D-5708	USA W-5182	Esther Chorney	05-01-67	Township 27 North, Range 108 West Section 9: All Section 10: All Section 15: All Section 21: SE/4, NW/4, N/2NE/4, SE/4NE/4
D-5709	USA W-5183	Esther Chorney	05-01-67	Township 27 North, Range 108 West Section 14: All Section 22: All Section 23: N/2, SE/4 Section 24: All
D-5710	USA W-5184	Esther Chorney	05-01-67	Township 27 North, Range 108 West Section 25: All Section 26: NE/4NE/4, S/2NE/4, NW/4, S/2 Section 27: All Section 34: N/2 Section 35: N/2
D-5711	USA W-5185	Esther Chorney	05-01-67	Township 26 North, Range 108 West Section 2: S/2 Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 11: All Section 12: All Township 27 North, Range 108 West Section 35: SW/4

EXHIBIT "A"

Sweetwater & Sublette Counties, Wyoming

Davis [redacted] e No.	Lessor Federal Number	Lessee	Date	Land Description
-5712-1	USA W-49676	Esther Chorney	05-01-67	Township 26 North, Range 107 West Section 6: Lots 1 thru 7 inclusive, S/2NE/4, SE/4NW/4, SE/4, E/2SW/4
-5713-1	USA W-49677	Esther Chorney	05-01-67	Township 26 North, Range 107 West Section 7: Lots 1, 2, 3, 4, E/2, E/2W/2
-5715	USA W-5189	Esther Chorney	05-01-67	Township 27 North, Range 108 West Section 8: All Section 17: SW/4 Section 18: Lots 1, 2, 3, 4, E/2W/2 Section 19: Lots 1, 2, 3, 4, E/2W/2, NE/4 Section 20: NE/4, S/2 Township 27 North, Range 109 West Section 12: SE/4 Section 13: N/2SE/4
-5716-1	USA W-20523	Esther Chorney	05-01-67	Township 27 North, Range 109 West Section 14: NE/4, E/2W/2, W/2SW/4 Section 23: E/2W/2
-5719	USA W-5209	Esther Chorney	05-01-67	Township 26 North, Range 108 West Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2
-5740	ST-WYO-67-4226	Raymond Chorney	05-02-67	Township 27 North, Range 108 West Section 16: All Section 36: All

633

Feb 2d

Brandt M. Jensen

by Brant M. & Josephine Jensen and Leo J. & Eva Jensen

Commission expires February [illegible]

178940

RECORDED [illegible] 19 [illegible] M.
IN BOOK [illegible] PAGE [illegible]
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

Form 3106-5
(November 1975)

KINTZEL'S - CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-54216

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

• 178906

Phillips Petroleum Company
P. O. Box 1587
Casper, Wyoming 82602

RECORDED Mar 3 1980 8:00 A M
IN BOOK 53 Ext PAGE 635
FEES $8.00 Laura J. Yoke 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)* August 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Sublette County, Wyoming T39N - R109W 6th P.M.

Section 6: Lots 3, 4, 5, 7, SE¼NW¼, SE¼SW¼,
7: Lots 1, 2, 3, 4, E½W½,
17: All,
18: Lots 1, 2, 3, 4, E½W½, E½, (All),
19: Lots 1, 2, 3, 4, E½W½, E½, (All),

Total acres 2435.64

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 per cent 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 24th day of September, 19 79

[signature]
(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

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1979 By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 11 1980
(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 instructions of 43 CFR 3106

635

FOR CLAIMANT

6-36

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 2nd day of November, 1979

R. A. Wolgast
Attorney-in-Fact
For Phillips Petroleum Co.
Power of Attorney is
Still in Effect and Filed
In W 6243

with acknowledgment added

PHILLIPS PETROLEUM COMPANY

BY: R A Wolgast
(Assignee's Signature)
R.A. Wolgast, Attorney-in-Fact
7800 E. Dorado Place
Englewood, Colorado 80111
(Address, include zip code)

This form is submitted in lieu of official Form 3106-5 (November 1975) 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 (November 1975).

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

GENERAL INSTRUCTIONS

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

2. Filing and number of copies - File three (3) completed and manually signed copies in appropriate land office. A $25 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

KINTZEL PRINTING
236 West 1st
Casper Wyoming

Form 3106-5 (November 1975)

STATE OF Wyoming }
COUNTY OF Laramie } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Twenty-fourth day of September, 19 79, personally appeared Robert W. David

[redacted], to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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, 1982

Shirley A Chastain
Notary Public

[redacted] [redacted] [redacted]

R I D E R

Assignee may surrender or relinquish its interest in said lease to the lessor only after having offered reassignment of said lease to assignor, such offer to reassign to be made at least forty-five (45) days prior to anniversary date of the lease. Assignor agrees to notify assignee of its acceptance or rejection of such offer within fifteen (15) days after receipt of offer to reassign and if such notification of acceptance or rejection has not been received by assignee within fifteen (15) days after receipt of such offer to reassign, assignee may then proceed to relinquish and surrender said lease to the lessor.

638

P-161723-a

Form 3106–5
(November 1975)
KINTZEL'S – CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-54217

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

178997

Phillips Petroleum Company
P. O. Box 1587
Casper, Wyoming 82602

RECORDED March 3 19 80 8:00 A.M.
BOOK 38 M & O PAGE 638
Lee McCauley Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* August 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Sublette County, Wyoming T39N - R109W 6th P.M.

Section 20: N½, W½SW¼, SE¼,
29: E½E½, NW¼NW¼, SW¼SW¼
30: Lots 1, 2, 3, 4, E½W½, E½, (All),
31: Lots 1, 2, 3, 4, E½W½, N½NE¼, SW¼SE¼,
32: All,

Total acres 2503.02

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 per cent 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 24th day of September, 19 79

Robert W. David
(Assignor's Signature)

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

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1979

By Glenna M. Kane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 11 1980
(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

[redacted] [redacted] [redacted] CLAIMANT

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 2nd day of November , 19 79

R. A. Wolgast
Attorney-in-Fact
For Phillips Petroleum Co
Power of Attorney
Still in Effect and Filed
In Wilcox

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (November 1975) 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 (November 1975).

PHILLIPS PETROLEUM COMPANY

BY: R. A. Wolgast
(Assignee's Signature)
R. A. Wolgast, Attorney-in-Fact
7800 E. Dorado Place
Englewood, Colorado 80111
(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

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Filing and number of copies - File three (3) completed and manually signed copies in appropriate land office. A $25 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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.

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

Form 3106-5 (November 1975)

KINTZEL PRINTING
236 West 1st
Casper Wyoming

STATE OF Wyoming }
COUNTY OF Laramie } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Twenty-fourth day of September, 19 79, personally appeared Robert W. David

and [redacted]

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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, 1982

Notary Public

R I D E R

Assignee may surrender or relinquish its interest in said lease to the lessor only after having offered reassignment of said lease to assignor, such offer to reassign to be made at least forty-five (45) days prior to anniversary date of the lease. Assignor agrees to notify assignee of its acceptance or rejection of such offer within fifteen (15) days after receipt of offer to reassign and if such notification of acceptance or rejection has not been received by assignee within fifteen (15) days after receipt of such offer to reassign, assignee may then proceed to relinquish and surrender said lease to the lessor.

J PW

Form 3107 [redacted]
(November 1975)
NINTEEL'S - CASPER

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

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-54219

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

178998

Phillips Petroleum Company
P. O. Box 1587
Casper, Wyoming 82602

RECORDED March 3 1980 8:00 AM M
BOOK 58 of R
PAGE 641
$8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M Kline

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)*

Sublette County, Wyoming T40N - R 109W 6th P.M.
Section 1: Lots 1, 2, 3, 4, S½N½, S½, (All),
12: All,
13: All,
14: All,

Total acres 2559.20

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 per cent 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 24th day of September, 19 79

(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

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1979

By Glenna W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 11 1980
(Date)

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

FOR CLAIMANT

641

642

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 2nd day of November, 1979

R.A. Wolgast
Attorney-in-Fact

For
P.A.
Still of
In W 5093

with acknowledgment added

PHILLIPS PETROLEUM COMPANY

BY: R.A. Wolgast
(Assignee's Signature)

R.A. Wolgast, Attorney-in-Fact
7800 E. Dorado Place
Englewood, Colorado 80111
(Address, include zip code)

This form is submitted in lieu of official Form 3106-5 November 1975) 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 (November 1975).

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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.

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

KINTZEL PRINTING
236 West 1st
Casper Wyoming

Form 3106-5 (November 1975)

STATE OF Wyoming }
COUNTY OF Laramie } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Twenty-fourth day of September, 1979, personally appeared Robert W. David

and [redacted], to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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, 1982

Notary Public

R I D E R

Assignee may surrender or relinquish its interest in said lease o the lessor only after having offered reassignment of said lease to ssignor, such offer to reassign to be made at least forty-five (45) ays prior to anniversary date of the lease. Assignor agrees to otify assignee of its acceptance or rejection of such offer within ifteen (15) days after receipt of offer to reassign and if such otification of acceptance or rejection has not been received by ssignee within fifteen (15) days after receipt of such offer to eassign, assignee may then proceed to relinquish and surrender said ease to the lessor.

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P-16172S-a

Form 3106–5
(November 1975)
UNITED STATES CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

178999

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-54218

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Phillips Petroleum Company
P. O. Box 1587
Casper, Wyoming 82602

Filed March 3 1980 8:00 A.M.
Rec'd 5 & 6 Page 644
Fee $ 5.00 Laura Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Laura Yoder Deputy

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 3106.2-1)

Sublette County, Wyoming T40N - R109W 6th P.M.

Section 24: All,
Section 25: All,
Section 36: All,

Total acres 1920.00

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 per cent 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 25th day of September, 19 79

(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

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1979

By [signature]
(Authorized Officer)

Chief, Oil &
Gas Section
(Title)

JAN 11 1980
(Date)

NOTE: This form may be reproduced provided that copies are [redacted] in accordance with the provisions of 43 CFR 3106 [redacted] productions on one sheet of both sides [redacted] ial form

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)*

   Filing fee of $25 is attached *(see Item 2 of General Instructions)*
5. 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 November, 1979

PHILLIPS PETROLEUM COMPANY

BY: R.A. Holgast
(Assignee's Signature)

R.A. Holgast, Attorney-In-Fact
7800 E. Dorado Place
Englewood, Colorado 80111
(Address, include zip code)

Acknowledgment added

This form is submitted in lieu of official Form 3106-5 (November 1978) and contains all of the provisions thereof as of the date of filing of this Assignment. Please see acknowledgment below unless this is additional Official Form 3106-5 (November 1978)

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

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2. Filing and number of copies - File three (3) completed and manually signed copies in appropriate land office. A $25 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

4. Overriding royalties or payments out of production - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, 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 specifically self explanatory

PART I

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

PART II

A. Certification of assignee

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

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

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

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

Form 3106-5 (November 1978)

KINTZLE PRINTING,
256 West 1st
Casper, Wyoming

STATE OF Wyoming }
COUNTY OF Laramie } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Twenty-fifth day of September, 1979, 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, 1982

Shirley A Centers
Notary Public.

6 of 5

646

R I D E R

Assignee may surrender or relinquish its interest in said lease to the lessor only after having offered reassignment of said lease to assignor, such offer to reassign to be made at least forty-five (45) days prior to anniversary date of the lease. Assignor agrees to notify assignee of its acceptance or rejection of such offer within fifteen (15) days after receipt of offer to reassign and if such notification of acceptance or rejection has not been received by assignee within fifteen (15) days after receipt of such offer to reassign, assignee may then proceed to relinquish and surrender said lease to the lessor.

1 Pw

Form 3120-3
Seventh Edition
September 1968

Form [redacted] Budg[redacted] No. 42 R0990

UNIT[redacted] STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Cheyenne, Wyoming

Serial No. W-65516

Use typewriter or print plainly in ink and sign in ink

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss **Chevron U.S.A. Inc.**
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address

P. O. Box 599
(Number and Street)

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

2. Land requested: State **Wyoming** County **Sublette** T. : R. : Meridian

Township 38 North, Range 110 West
Section 33: SE¼
Section 34: SW¼, S½SE¼

Township 37 North, Range 110 West
Section 3: Lots 1, 2, 3, 4, S½ (All)
Section 4: Lots 1,2,3,4, S½ (All)
Section 5: Lots 1, 2, 3, 4, S½ (All)
Section 6: Lots 1, 2, 3, 4, 5, 6, E½SW¼, SE¼ (All)
Section 7: Lots 1, 2, 3, 4, E½W½, E½ (All)
Section 10: N½NW¼

Total Area **2511.16** Acres

3. Land included in lease: State **Wyoming** County **Sublette** T. : R. : Meridian

T 37 N, R 110 W, 6th Prin Mer
Sec. 3: Lots 1, 2, 3, 4, N½S½, SE¼SW¼, S½SE¼
4: Lots 1, 2, 3, 4, N½S½
5: Lots 1, 2, 3, 4, S½
6: Lots 1, 2, 3, 4, 5, 6, E½SW¼, SE¼
7: Lots 1, 2, 3, 4, E½, E½W½
T 38 N, R 110 W, 6th Prin Mer
Sec. 33: SE¼
Sec. 34: SW¼, S½SE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on FEB 1 1980

(Offeror does not fill in this block) Total Area **2230.20** Acres Rental retained $ **2231.00**

4. Amount remitted: Filing fee $10, Rental $ **2512.00**, Total $ **2522.00**

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ..... Naturalized ..... Corporation or other legal entity (specify what kind): **Chevron U.S.A. Inc. is a California corporation with qualifications to hold title to or an interest in U.S. Oil & Gas Leases on file in BLM 06610**
(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 3 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 **12th** day of **May**, 19 **78**

(Lessee signature)

Chevron U.S.A. Inc.
(Lessee signature)

By: [signature]
(Attorney-in-fact)
Assistant Secretary

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 [signature]
(Signing officer)
Chief, Oil & Gas Section

Effective date of lease MAR 1 1980

FEB 5 1980
(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.

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.

6477

For Claimant

[redacted] [redacted] [redacted] 94177

Form 1842-1
May 1979)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,

AND

2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1 NOTICE OF APPEAL . . . . Within 30 days file a *Notice of Appeal* in the office which issued this decision *(see Sec. 4.411)*. You may state your reasons for appealing, if you desire.

2 WHERE TO FILE NOTICE OF APPEAL . . . BUREAU OF LAND MANAGEMENT
2015 [illegible] AVENUE
P.O. BOX 1828
CHEYENNE, WY 82001

3 STATEMENT OF REASONS . . Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This *must* be filed with the U.S. Department of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203 *(see Sec. 4.412)*. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary.

4 ADVERSE PARTIES . . . . Within 15 days after each document is filed, each adverse party named in the decision *must* be served with a copy of (a) the *Notice of Appeal*, (b) the statement of reasons, and (c) any other documents filed *(see Sec. 4.413)*.

5 PROOF OF SERVICE . . . . Within 15 days after any document is served on an adverse party, file proof of that service with the U.S. Department of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party *(see Sec. 4.401(c)(2))*.

Unless these procedures are followed your appeal will be subject to dismissal (see Sec. 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: *A document is not filed until it is actually received in the proper office (see Sec. 4.401(a))*

SUBPART 1821.2--OFFICE HOURS; TIME AND PLACE FOR FILING

1821.2-1 *Office hours of State Offices.* (a) State ... and the Washington Office of the Bureau of ... Management are open to the public for the filing ... cuments and inspection of records during the ... specified in this paragraph on Monday through ... day of each week, with the exception of those days ... the office may be closed because of a national ... or Presidential or other administrative order. ... hours during which the State Offices and the ...ington Office are open to the public for the filing ...cuments and inspection of records are from 10 a.m. ... p.m., standard time or daylight saving time, ...whever is in effect at the city in which each office ...cated.

Sec. 1821.2-2(d) Any document required or permitted to be filed under the regulations of this chapter, which is received in the State Office or the Washington Office, either in the mail or by personal delivery when the office is not open to the public shall be deemed to be filed as of the day and hour the office next opens to the public.

(e) Any document required by law, regulation, or decision to be filed within a stated period, the last day of which falls on a day the State Office or the Washington Office is officially closed, shall be deemed to be timely filed if it is received in the appropriate office on the next day the office is open to the public.

* * * * *

GPO 850 - 997

W 63916 94177

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 82602

Management Agency *(name)*

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

Address *(include zip code)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
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 1973)

GPO 849-258

652

94177

W 63916

No drilling or storage facilities will be allowed within 500 feet of Wagonfour Creek located in Section 3, T 2 N, R 110 W. 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.

Jan 7, 1954
DATE

[signature]
SIGNATURE

W 63916 94177

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 82602

Surface Management Agency *(Name)*

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

Address (include zip code)

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
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 will 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

6-54

9417

W 63916

83 JUN 11 AM 8:00

No drilling or storage facilities will be allowed within 500 feet of Peyoncau Creek located in Section 3, T 37 N, R 110 W. 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.

June 7, 1950
DATE

SIGNATURE

94177

W 62916

3109-3
Dec 1978

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

For 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 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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 his motive 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
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

[redacted] [redacted] [redacted] 916 94177

Forest Service Supplement
to Form 4-[illegible]

[illegible]

[illegible] Lessee agrees not to enter upon the [illegible] of the surface [illegible] application or drilling permit [illegible]:

(a) [illegible] archaeological, paleontological, and historical sites or [illegible] for the [illegible] or [illegible] designated representatives, or

(b) [illegible] or [illegible] to be made [illegible] of all archaeological, paleontological, and historical sites in [illegible] the lease subject to [illegible], or [illegible]. The survey must be made by [illegible] 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 [illegible]). 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.

[illegible] of the surface in the [illegible] areas is authorized by this [illegible]. The lessee may explore directionally drilling to develop the oil and gas [illegible] these areas, provided that such drilling or other works will [illegible] the surface use or otherwise interfere with their use by the [illegible] agency. [illegible] the surface use [illegible]:

(a) [illegible] or [illegible] within [illegible] of any and all [illegible] within the lease area.

(b) [illegible] or [illegible] of any and all [illegible] within the lease area.

(c) [illegible] or [illegible] of any and all [illegible], [illegible], and [illegible] within the lease area.

(d) [illegible] or [illegible] and all springs within the lease area.

(e) [illegible] or [illegible] improvements [illegible] owned, permitted, leased, [illegible] by [illegible] interests of [illegible].

Jan 7, 1950

[illegible]

6 58

W 63916

9417'

SPECIAL WILDLIFE HABITAT STIPULATIONS

This lease area contains critical habitat for certain wildlife species. Of paramount concern on this lease area are: elk calving area and peregrine falcon habitat

Therefore, prior to entry onto the leasehold, the operator will jointly discuss the proposed activities with the Area Oil and Gas Supervisor or his representative, the Forest Supervisor or his representative, and the Wyoming Game and Fish Department. Additional measures may be required to protect the above species and habitat features; these include:

a. No surface occupancy of selected areas.

b. Restrictions on season of operation.

c. Special reclamation techniques and or requirements.

d. Restrictions on rate of development and spacing and location of wells.

e. Special road closure requirements.

Jan. 1, 1980
DATE

R. Freeman
SIGNATURE

94177

W 63916

[illegible]

The Lessee certifies that it has studied the above Lease and is familiar with its provisions. However, prior to entering into the Lease, the Lessee [illegible] will discuss the environmental protection points with the Area Oil and Gas Supervisor or his representative and the Forest Supervisor or his representative. Additional measures for the protection of [illegible] may be required. Such measures may include:

[illegible]

[illegible]

[illegible]

[illegible]

Jan 7, 1980
DATE

[signature]
SIGNATURE

659

94177

W 63916

This lease is issued pursuant and subject, to the extent applicable, 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.

Jan 7, 1950
DATE

[signature]
SIGNATURE

179003

RECORDED March 3 1980 11:37 AM
IN BOOK 57 Rec'd PAGE 647
FEES $8.00 Lois J Yake COUNTY CLERK
PINEDALE, WYOMING
by Dorothy M Thurs

Form 3120–19
May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

Jerry Chambers
3401 West Pershing Road
Chicago, Illinois 60632

W 23002
(Serial Number)

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

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

Lands included in the lease: **#244** State: **Wyoming** County: **Sublette**

T. 30 N., R. 113 W., 6th Prin. Mer.
Sec. 8: E½SW¼, SW¼SW¼
Sec. 17: W½

17004

RECORDED March 3 19 80 11:25 AM
BOOK 58 Misc PAGE 661
FEES $6.00 Lou Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

[illegible] in lands in
[illegible] Geologic
[illegible] issuance

Containing a total of **440.00** acres	Annual Rental . . . . . $ **220.00**

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 1970**

THE UNITED STATES OF AMERICA

By: Thomas W. Lance
(Signature of Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

FEB 13 1970
(Date)

For Claimant

232 — 5690

E INSTRUCTIONS
ON REVERSE

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

3. Parcel Number Wyoming 244 23002
4. State

dersigned hereby offers to lease for oil and gas all or any portion of the above-identified el 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 partnership, a corporation organized under the laws of the United States or any State thereof, or municipality organized under the laws of such a State; (2) applicant's interests in oil [illegible] 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 names and addresses of all other interested parties are set forth on the reverse hereof. undersigned agrees that the successful drawing of this card will bind him to a lease, rm 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipuns provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if a lease is issued by the Bureau of Land Management as a result of this drawing.

Jerry Chambers
(Signature of Applicant)

JAN 23 1970
(Date)

Jerry Chambers
3401 West Pershing Road
[illegible]
(Address, include zip code)

DO NOT DETACH

661

LEASE TERMS

[illegible] *lease* —The lessee is granted the [illegible] and privilege to drill for, mine, extract, remove, [illegible] all the oil and gas deposits, except helium gas [illegible] leased, together with the right to construct and [illegible] thereupon, all works, buildings, plants, waterways [illegible] or telephone lines, pipelines, reservoirs, tank [illegible] or other structures necessary to the full enjoy[ment] [illegible] for a period of 10 years, and so long thereafter as [illegible] produced in paying quantities; subject to any unit [illegible] heretofore or hereafter approved by the Secretary of [illegible] the provisions of said agreement to govern the lands [illegible] where [illegible] [con]sistent with the terms of this lease.

The lessee agrees [illegible]

[illegible] —(1) To f[ile] any bond required by this lease and [illegible] regulations a[nd] until such bond is filed not to enter [illegible] under this lease. (2) To maintain any bond furnished [illegible] as a condition for the issuance of this lease. (3) [illegible] bond in a sum double the amount of $2 per acre an[illegible] but not less than $1,000 nor more than $10,000 [illegible] inclusion of any part of the leased land within the [illegible] structure of a producing oil or gas field. (4) [illegible] prior to beginning of drilling operations and main[tain] [illegible] times thereafter as required by the lessor a bond in [illegible] of $10,000 with approved corporate surety or [illegible] United States bonds as surety therefor, conditioned [illegible] with the terms of this lease, unless a bond in [illegible] is already being maintained or unless such a bond [illegible] operator of the lease is accepted. (5) Until a [illegible] bond is filed to furnish and maintain a bond in [illegible] of not less than $[illegible] in those cases in which [illegible] by law for the protection of the owners of [illegible] in lieu of any of the bonds described herein the [illegible] such other bond as the regulations may permit.

[illegible] —Within 30 days of demand [illegible] leased land is committed to an approved unit or coop[erative plan] [illegible] such plan is terminated prior to the expiration [illegible] within 30 days of demand made thereafter, to sub[scribe] [illegible] to operate under such reasonable cooperative or [illegible] the development and operation of the area, field [illegible] part thereof embracing the lands included herein as [illegible] of the Interior may then determine to be practicable [illegible] or advisable, which plan shall adequately protect [illegible] parties in interest, including the United States.

[illegible] To drill and produce all wells necessary to [protect the leased land] and 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 [illegible] drilling and production, with the consent of [illegible] 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 con[formity with any] system of well spacing or production allotments [affecting the] field or area in which the leased lands are situated [illegible] and sanctioned by applicable law or [by the Secretary of] the Interior, and (3) promptly after due notice in [illegible] 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.

[illegible] —(1) To pay rentals and royalties [illegible] of production removed or sold from the [leased lands] as follows:

[illegible] pay the lessor in advance an annual rental at [illegible]

[illegible] 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 geo[logic] structure of a producing oil or gas field:

Beginning with the first lease year after 30 days' notice that all or part of the land [is included in] such a structure and for each year thereafter [prior] to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

[If] this lease is committed to an approved 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 year in sub[paragraph] (a) of this section, shall apply to the acreage not within a participating area.

[illegible] Commencing with the lease year beginning [on or after] a discovery on the leased land, to pay the lessor [illegible] a minimum royalty of $1 per acre or fraction [illegible] of each lease year, or the difference [illegible] during the year if less than $1 [illegible] a minimum royalty of $1 per acre [illegible] utilized, the minimum royalty [illegible] the participating acreage and rental shall be [illegible] acreage as provided in subpara[graph] [illegible]

[illegible] (1) To pay the lessor [illegible] production removed or sold from the leased la[nds] [in ac]cordance with the Oil and Gas Operating Regu[lations] (30 CFR 221).

[It is] expressly agreed that the Secretary of the Interior [may establish] reasonable minimum values for purposes of com[puting 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.

[When paid in] value, such royalties on production shall be 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 de[livered in mer]chantable condition on the premises where produced [to the] lessor, unless otherwise agreed to by the parties [illegible] times and in such tanks provided by the lessee a[s] [ma]y be required by the lessor, but in no case shall [the lessee be] required to hold such royalty oil or other pr[oducts] [beyo]nd the last day of the calendar month next fol[lowing the cal]endar month in which produced nor be responsible [illegible] for the loss or destruction of royalty oil or other [products in storage] from causes over which he has no control. [illegible] may be waived, suspended [illegible] [free]hold or any portio[n] [illegible] may be reduced [illegible] the purpose of encour[aging] [illegible] or gas and in the [illegible] it is necessary [illegible] to promote development, or be[cause the leases cannot be success]fully operated under the terms [illegible]

[illegible] Unless otherwise directed by the Secretary [illegible] to make rental, royalty, or other payments to the [illegible] of the Bureau of Land Management [illegible] the regulation 43 CFR 3102.2 [illegible] the leased lands capable of producing oil or gas [in paying quan]tities, the failure to pay rental on or before the [anniversary] date shall automatically terminate the lease by opera[tion of law]. However, if the time for payment falls on a day [the] proper office to receive payment is closed, payment shall [be deemed timely] if made on the next official working day.

[illegible] —To file with the [illegible] Supervisor of the Geological Survey not later than [illegible] the effective date thereof any contract or evidence [of other arr]angement for the sale or disposal of oil, gas, natural [gasoline, and] other products of the leased land; *Provided,* That [illegible] such contract or other arrangement shall be con[strued as modi]fying any of the provisions of this lease, including [but not lim]ited to provisions relating to gas waste, taking royalty [in kind,] and the method of computing royalties due as based on [a minimum v]aluation and in accordance with the Oil and Gas [Operating] Regulations.

[illegible] —At such times and [in such form as] the lessor [may prescribe,] to furnish detailed state[ments showing the amounts and quali]ty of all products removed [illegible] therefrom, and the amount [illegible] [illegible] fully test [illegible] that show [illegible] and [illegible]

[redacted]

and costs.

(h) *Well record.*—To keep a daily drilling record, a log, and [co]mplete information on all well surveys and tests in form accepta[b]le to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface inves[tigations] 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 rela[tive] 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, [illegible] 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 prop[erty] 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 [illegible].*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the 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 work[men] and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity [illegible].*—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 dur[ing] 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 employ[ment] 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 work[ers'] 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, regu[l]ations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports re[q]uired 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 non[d]iscrimination 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) [illegible]—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 agree[ments] and subleases, working, or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines [illegible].*—If owner, or operator, or owner [of] a controlling interest in any pipeline or of any company operat[ing] the same which may be operated accessible to the oil or [gas] derived from lands under this lease, to accept and convey and, [i]f 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 [illegible] 1947 (61 Stat. 913; 30 U.S.C. sec. 351).

(o) *Land [illegible].*—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) [illegible]—If any of the land [in]cluded in this lease is embraced in a [illegible] 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 [illegible].*—The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from un[n]ecessarily: (1) causing or contributing to soil erosion or dam[aging] crops, including forage, and timber growth thereon or on Federal or non Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties, or (4) destroying, damaging or removing fossils, historic or prehistoric [illegible] facts and [illegible] partial relinquishment or [illegible] expiration of this [lease,] or at any other [illegible] [to] the extent deemed neces[sary] [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 [illegible].* When American antiquities or other objects of historic or scienti[fic] 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 [illegible].*—To deliver up to the lessor in good order and condition the land leased includ[ing] 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 ease[ments] 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) *[illegible] surface.*—The right to lease, sell, or other[wise] 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 ex[tracted] 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 pur[chaser] thereof, save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas pro[duced] 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 re[serves] 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 ex[traction] 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) *[illegible].*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

[illegible]—All rights pursuant to section 40 of the act to purchase [illegible] operate valuable water wells.

Sec. 4. *[illegible].*—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, [illegible] regulations thereunder, or lawful agree[ments] [illegible] regulating drilling or production, [illegible] the Secretary of the Interior or any [illegible] State or Federal officer or agency [illegible] may alter or modify from time to time [illegible] development and the quantity and [rate of production] covered by this lease.

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

Sec. 6. [illegible] *[illegible] termination of [lease].*—Upon the expiration of this lease, or the earlier termina[tion] thereof [illegible] 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, equip[ment], tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided,* That the lessee shall remove any or [all such] property where so directed by the lessor.

Sec. 7. *[illegible].*—If the lessee shall not comply with any of the provisions of the act or the regula[tions] 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 plugging or preserving any well drilled on the leased la[nds sh]all become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the can[cellation] or forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *[illegible].*—It is further agreed that [illegible] 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. [illegible]—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commis[s]ioner, 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 a[dmitted] to any share or part in this lease or derive any benefit [illegible] [illegible] 211 of the Revised Statutes [illegible] [as] amended [illegible]

[illegible] [redacted] and [illegible]

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

Crandall P. Bay
1118 Keith Ave.
Berkeley CA 94708

W 33101
(Serial Number)

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

Lands included in the lease: **#437** State: **Wyoming** County: **Sublette**

T 30 N, R 113 W, 6th Prin Mer, WY
Sec. 7: NE¼
8: NW¼SW¼

179005

RECORDED March 3 1980 11:15 AM
BOOK 58 Misc PAGE 663
FEE $6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

U.S. Geological Survey ... Lands M
... Wyoming
Statistical ... Assurance

Containing a total of **200.00** acres | Annual Rental . . . . . $ **100.00**

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

Effective date of lease: **FEBRUARY 1, 1972**

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

No. 450-2630

SEE INSTRUCTIONS ON REVERSE

33101

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

3. Parcel Number 437
4. State Wyoming

_____
(Title)

January 28, 1972
(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 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if the lease is issued by the Bureau of Land Management as a result of this drawing.

Crandall P Bay
(Signature of Applicant)

DEC 24 1971
(Date)

CRANDALL P. BAY
1118 Keith Avenue
Berkeley, California 94708

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LEASE TERMS

Rights of lessee.—The lessee is granted the right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the leased lands together with the right to construct and maintain all works, buildings, plants, waterways, roads, communications facilities, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment of the lease 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, and to such of the provisions of said agreement to govern the lands covered by this lease where inconsistent with the terms of this lease, which the lessee agrees

(2) To file any bond required by this lease and comply with regulations and until such bond is filed not to enter upon the leased lands or conduct any operations under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease in the sum of $2,000 or 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 diversion of any part of the leased land within the known geologic structure of a producing oil or gas field prior to the beginning of drilling operations and maintain it at all times thereafter as required by the lessor a bond in the sum of $25,000 with approved corporate surety or of the United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in the sum of $25,000 is already being maintained by the operator of the lease is accepted. (3) Until a bond is filed to furnish and maintain a bond in the sum of not less than $1,000 in those cases in which it is required by law for the protection of the owners of surface rights, in lieu of any of the bonds described herein, the lessee may furnish such other bond as the regulations may permit.

Cooperative plans.—Within 30 days of demand, any 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 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.

(5) To drill and produce all wells necessary to protect leased land from drainage by wells or lands not the property of the lessor or lands of the United States leased at a lower rate or as to which the royalties and rentals are credited to different funds than are those of this lease. In lieu 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. (6) at the election of the lessee to drill and produce other wells in accordance with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which may be approved 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 fully and properly developed and produced in accordance with good operating practice.

Rentals and royalties.—(1) To pay rentals and royalties at the rates specified herein based on the value of production removed or sold from the leased lands, as follows:

To pay the lessor in advance an annual rental at the rate of

Lands which may be known geologic structure of a producing oil or gas field

For each lease year a rental of $ cents per acre or fraction of an acre.

Lands not within any known geologic structure of a producing oil or gas field

Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (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 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 that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable as provided in subparagraph (a) above.

Royalty on production.—(1) 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 it appears that an error has occurred, to correct the same retroactively during any period within 6 years next preceding the date after 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, and 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 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 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 to do so in order to promote development or that the lease cannot be successfully operated under the terms provided herein.

Payments.—To pay all rentals, royalties, and other sums payable hereunder promptly when due and to make all payments to the lessor unless otherwise directed by the Secretary or his delegate or to make all royalty, or other payments to the proper depository designated by the lessor in the order of the Bureau of Land Management at the time provided 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 on which the proper office to receive payment is closed, payment shall be timely if made on the next official working day.

Filing of contracts.—To file with the supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of such contract, for the sale or disposal of all gas, natural gasoline, or other products of the leased land: *Provided*, That such contract or other arrangement shall be consistent with all of the provisions of this lease, including those relating to gas waste, taking royalty gas, and computing royalties due as based on the Oil and Gas Operating Regulations.

(7) To keep such records and render such statements, especially at such times and in such detailed statements of the amounts and quality of all products removed and sold from the leased lands, and of the gross proceeds therefrom, and of all gas produced therefrom and used for production purposes or unavoidably lost, as may be required by the Secretary of the Interior or his delegate, and to keep an accurate record of all wells drilled on the leased lands, and a correct log of each, which records, reports, and logs shall be available for inspection by the lessor or his representative at all reasonable times.

Well records and reports.—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 the said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations, 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.

Diligence, prevention of waste, etc.—To exercise reasonable diligence in drilling and producting the wells herein provided for, and to suspend operations temporarily as granted by the lessor, to carry on all operations in a manner approved by the lessor and in accordance with good operating 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 the 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, for plugging properly and effectively all wells drilled on 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, and to comply with the 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.

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, 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.

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

(n) *Preference right to lease and submission of offers.*—If owning or operating 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, as 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 mineral rights reserved to 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) *Restoration of 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 hereunder 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 shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of vegetative and other resources.*—The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon on Federal or non-Federal lands in the vicinity, (2) polluting air and water, (3) damaging improvements owned by the United States or other parties, or (4) destroying or damaging scenic, historic, or aesthetic values. To the extent practicable, the lessee shall carry on all operations hereunder, including the construction and maintenance of roads, in such manner as to preserve the natural beauty of the landscape, and shall, to the extent practicable, as determined by the lessor, clean up and remove from the premises all structures, equipment, and other facilities no longer required for operations hereunder, and 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 are 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(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

(s) *Delivery of premises at 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) *Disposal of surface resources.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the deposits described herein, or of other resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Measurement and inspection.*—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 inure 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 of production.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

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

Sec. 7. *Penalties on lease for 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. *Conflict of interest.*—It is also further agreed that no Member of or Delegate to Congress, or Resident Commissioner after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(3), shall be admitted to any share or part 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 Act of June 25, 1948, 62 Stat. 702, 18 U.S.C. Sec. 431-433, relating to contracts, are hereby made a part of this lease so far as the same may be applicable.

[redacted]

FACSIMILE REPRODUCTION by [redacted] Inc. Denver 266 1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 42-R1560

Serial No.
W 33101

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

179006

MERLE C. CHAMBERS
SUITE 1720 1660 LINCOLN ST.
DENVER, COLORADO 80203

Filed March 3 1980 11:15 A.M.
Book 58 Asst PAGE 665
FEES $6.00 Lois J. Yake 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 February 1, 1972, 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 3106.2-3)

Township 30 North, Range 113 West, 6th P.M.
Section 7: NE¼
Section 8: NW¼SW¼

Containing 200.00 acres
Sublette County, Wyoming

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

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

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

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 day of , 1975.

Randall P. Bay (Assignor's Signature)

1660 Lincoln Street, Suite 1720
(Assignor's Address)

Denver, Colorado 80203
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1975 By [redacted]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 11 1975
(Date)

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FOR CLAIMANT

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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 6th day of March, 1975.

(Assignee's Signature)

c/o JERRY GLADDEN-SL PROBST
SUITE 1720-LINCOLN CENTER BLDG.
1660 LINCOLN STREET
DENVER, COLORADO 80203

(Address, include zip code)

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

STATE OF CALIFORNIA }
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 19th day of Feb., 19 75, personally appeared CRANDALL P. BAY

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.. .....

OFFICIAL SEAL
NATALIE DOMANSKY
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Jan. 20, 1977

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 can only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer in the form of 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 timely (90) days after date of final execution.

3. *Effective date of assignment* - A segment, if approved, takes effect on the first day of the month following the date of filing of *full* 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 retained by assignor, explain in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* - Approval of assignment of a divisible portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the segment and is responsible for compliance with the terms and conditions, including those relating to diligent development and continued operation of the segment, except that the assignee is not responsible for compliance with such obligations that accrued before approval of the assignment. In the case of assignment of undivided interests, assignee and assignor are jointly responsible for compliance with the lease terms and conditions, including those relating to diligent development and continued operation of the lease except that the assignee is not responsible for compliance with such obligations that accrued before approval of the assignment. In the case of assignment of undivided interests, assignee and assignor are jointly responsible for compliance with the lease terms and conditions, including those relating to diligent development and continued operation of the lease except that the assignee is not responsible for compliance with such obligations that accrued before approval of the assignment.

6. *Copy of lease* - If the executed lease, a part of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Refer to specified items in applicable spaces)

PART I

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

PART II

A. Certification of assignee

3. 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 given, 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, may be filed no later than fifteen (15) days after filing assignment.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W 11603

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Ruth E. Joujon-Roche, 2700 Loma Alta, Bakersfield, California 93306, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
John C. Manning	P. O. Box 1271, Bakersfield, Calif. 93302	0.66 2/3 of 1%
Mark Latker	4356 Grand Avenue, Ojai, Calif. 93023	0.66 2/3 of 1%

Being in all a total of an undivided Two Thirds of Two Percent (2/3 of 2%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 28 N., R. 114 W., 6th Prin. Mer.
Sec. 21: E½

179007

RECORDED March 3 1972 11:20 A.M.
IN BOOK 58 Misc PAGE 667
FEES $6.00 Dana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kathleen Kelly Mc Evers

Containing 320.00 acres, more or less.

WITNESS our hands this day of November, 19 72

Witnesses:

SHIRLEY J. COLLETT

Ruth E. Joujon-Roche
Ruth E. Joujon-Roche

STATE OF California
COUNTY OF Kern
ss

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of November, 19 72, personally appeared Ruth E. Joujon-Roche

and

, to 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

667

668

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: **Assignee:**

..... as to John C. Manning

..... as to Mark Latker

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

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

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

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

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

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

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

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

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

OIL AND GAS LEASE

[redacted] [redacted]

30th November 72

[redacted], a Wyoming corporation,

P. O. Box 98, Boulder, Wyoming 82923

JAS. O. BREENE, JR., 1700 Broadway #1210, Denver, Colorado 80290

Ten and more 10.00

Sublette

For description of land see Exhibit "A" attached hereto and by this reference made a part hereof.

179156

Filed for record this 3rd day of Dec. 1972 at 9:22 A.M.
and recorded in Book 58 of M PAGE 669
Sublette County Clerk
SUBLETTE COUNTY CLERK

1,714.01

Rock Springs National

Rock Springs, Wyoming 82901

One thousand seven hundred fourteen and 01/100 1,714.01

Lessee shall have the right to use, free of cost, all 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 be used for the purpose of exploring, developing or producing oil or gas or other minerals, nor for any other purpose, without the consent of lessor. No well shall be located on the leased premises within 200 feet of 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 caused by its operations to growing crops on said land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but as to the interest of lessor covered by this lease is expressly limited to the interest so stated. Lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights, if any, lessor may have in and to any adjoining lands and any after acquired 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 any mortgage, taxes or other liens on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof. The undivided rentals payable by lessee to lessor may be reduced in the proportion that the amount of any such mortgage, taxes or other liens paid by lessee for lessor, or others, bear to the whole and undivided fee simple estate therein. All payments or tenders may be made in currency, or by check or draft of lessee, mailed or delivered on or before the date payment is due. Lessee may from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land and/or of any rights granted hereunder, and thereby be relieved of all obligations thereafter accruing as to the acreage surrendered.

This lease and all its terms, conditions and stipulations shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. All express or implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. Failure of lessee to comply with any of said express or implied covenants, if such failure is occasioned by, arising from or in any way affected by governmental priorities, conservation or other governmental orders, rules or regulations, or by fire, flood, storm, weather, act of God or nature or cause beyond the reasonable control of lessee, whether like or unlike those enumerated, including inability to obtain or use tank cars, trucks, pipelines or other means of transportation or inability to obtain or use fuel, power or equipment, or failure of purchasers to take or receive oil or gas, or by reason of a temporary cessation of production or of drilling operations due to breakdown of equipment or power, or because of the exercise of any right reserved by lessee to comply with any of the express provisions or implied covenants of this lease, shall not be grounds for cancellation hereof in whole or in part, nor lessee liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of any such cause.

All of the provisions hereof shall be covenants running with the land and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall refer to their respective successors and assigns. Should any one or more of the parties named above as lessor not execute this lease, it shall nevertheless be binding on the party or parties executing the same.

Lessee hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming as to oil and gas and as to the same may be necessary for the purposes for which this lease is given.

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

BOUSMAN LIVESTOCK, LLC.

By:
Floyd E. Bousman, President

Taxpayer I. D. No. 3-0214196

Attest:
Margaret J. Bousman, Secretary

(Individual Wyo.)

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 he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires _____

Notary Public

(Individual Wyo.)

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires _____

Notary Public

(Corporation Wyo.)

STATE OF WYOMING)
COUNTY OF SUBLETTE) SS.

On this 10th day of January, 19 80, before me appeared Floyd E. Bousman, to me personally known, who, being by me duly sworn, did say that he is President of Bousman Livestock, Inc., a corporation, 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 Floyd E. Bousman acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____) SS

(Certificate of Recording)

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

By _____
Deputy

Register of Deeds

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Description of Land

Attached to and made a part of that certain oil and gas lease dated November [illegible], 1979, by and between Bousman Livestock, Inc., a Wyoming corporation, as Lessor, and Jas. L. Greene, Jr., as Lessee.

Township 32 North, Range 107 West of the 6th P. M.
Section 7: Lots 1, 2, 3, 4, 5 and 7, E/2NE/4, SW/4NE/4, E/2SW/4

Township 32 North, Range 108 West of the 6th P. M.
Section 1: S/2S/2
Section 12: N/2, SE/4, N/2SW/4, SW/4SW/4, W/2NW/4, SE/4NW/4

Township 33 North, Range 107 West of the 6th P. M.
Section 29: E/2E/2
Section 31: E/2E/2
Section 33: W/2W/2, SE/4SW/4

Township 33 North, Range 108 West of the 6th P. M.
Section 23: S/2S/2, lying and being situate west of the centerline of the channel of Boulder Creek
Section 25: All
Section 26: All
Section 27: N/2NE/4, lying and being situate east of the centerline of the channel of Boulder Creek

Signed for identification:

Bousman Livestock, Inc.

By: _____
Floyd E. Bousman, President

CERTIFICATE OF MERGER
of
RESERVE OIL, INC.
into
GETTY RESERVE OIL, INC.

Under Section 251(c) of the General Corporation Law of the State of Delaware

We, the undersigned, being respectively Vice President and Assistant Secretary of GETTY RESERVE OIL, INC., do hereby certify as follows:

FIRST: The names of the Constituent Corporations are GETTY RESERVE OIL, INC. and RESERVE OIL, INC.; GETTY RESERVE OIL, INC. is incorporated under the laws of the State of Delaware and RESERVE OIL, INC. is incorporated under the laws of the State of Delaware.

SECOND: An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each Constituent Corporation in accordance with Section 251(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is GETTY RESERVE OIL, INC.

FOURTH: The Certificate of Incorporation of GETTY RESERVE OIL, INC. shall continue without change to be the Certificate of Incorporation of the Surviving Corporation.

FIFTH: An executed counterpart of the Agreement of Merger is on file at the principal place of business of GETTY RESERVE OIL INC., 3810 Wilshire Boulevard, Los Angeles, California 90010 and a copy of said Agreement will be furnished by GETTY RESERVE OIL, INC. on request and without cost, to any stockholder of either Constituent Corporation.

SIXTH: The authorized capital stock of RESERVE OIL, INC. consisted of 1,000 shares of Common Stock, $1.00 par value.

IN WITNESS WHEREOF, GETTY RESERVE OIL, INC. has caused this Certificate to be executed in its corporate name by its Vice President and attested by its Assistant Secretary this 23 day of January, 1960.

GETTY RESERVE OIL, INC.

By s/F. J. Boyne
President

Attest:

179094

s/J. B. McNeill
Secretary

RECORDED March 10 1960 8:20 A.M.
IN BOOK 58 Misc PAGE 672
FEES $5.00 Lorraine Yeck COUNTY CLERK
SUBSTITUTE COUNTY CLERK

Edward McGuire

State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware,*
do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Merger of the "RESERVE OIL, INC.", merging with and into the "GETTY RESERVE OIL, INC.", under the name of "GETTY RESERVE OIL, INC.", as received and filed in this office the twenty-third day of January, A.D. 1980, at 11:40 o'clock A.M.

In Testimony Whereof, *I have hereunto set my hand*
and official seal at Dover this twenty-third *day*
of January *in the year of our Lord*
one thousand nine hundred and eighty.

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

CHM 121

CHANGE OF DEPOSITORY

AGREEMENT, Made this 11th day of December, 19 80, between

Marian G. Pinson, a widow

2953 Valle Vista, Las Cruces, New Mexico 88001

(whether one or more), hereinafter called First Party, and Gulf Oil Corporation, hereinafter called Second Party:

WHEREAS, the first party claims to own an interest in the mineral estate in the following described real property and premises, to-wit:

179997

RECORDED Dec. 16, 19 80 8:00 A.M.
IN BOOK 58 Ext. PAGE 674
MES Sue Van Dyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Williams

situate in Sublette County, State of Wyoming ; and,

WHEREAS, the second party holds and owns an oil and gas mining lease upon said premises, bearing date March 21, 1979, between Marian G. Pinson, a widow,

as lessor, and Kenai Oil and Gas Inc., as lessee, recorded in the records of said County in ~~Book~~ Vol. 57 at Page 277 ; and,

WHEREAS, the parties have agreed, as hereinafter stipulated, to modify the terms of the oil and gas mining lease aforesaid, as to the interest of the first party, by substituting another depository for the receipt of all sums payable to first party:

WITNESSETH: That the parties hereto contract, covenant and agree that henceforth the second party may pay or tender directly to the first party, or, may pay or tender for the first party's credit to

Western Bank, P.O. Box 457, Las Cruces, New Mexico 88001 Acct. #474339,

or its successor, 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 all rentals, royalties and other sums under said oil and gas mining lease payable to the first party, and such Bank, as well as its successor, or successors, is the first party's agent and shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas mining lease, regardless of any change of ownership in said real property in the oil and gas thereunder, in said lease, or in the rentals to accrue thereunder and in said premises. All rentals, tenders and other payments authorized or required under the terms of said lease which may be payable to the party of the first part may be made in currency, by check or draft of the party of the second part, or its assigns, payable to him, by depositing such currency, draft, or check in any Post Office on or before the paying date in an envelope with sufficient postage thereon, addressed to first party at 2953 Valle Vista, Las Cruces, NM 88001, or the depository bank at the place named above. Notwithstanding the death of the party of the first part, all tenders or payments may continue to be made in the manner above specified and shall operate as a sufficient tender or payment. Except as herein modified, it is agreed said oil and gas mining lease shall be and remain in full force and effect as originally written, and the said lease is hereby ratified, adopted and approved in its entirety.

First party hereby release and waive all right under and by virtue of the homestead exemption laws of the state in which the land above described is located.

THIS AGREEMENT shall be binding upon any one or more of first parties executing same, whether or not all of said first parties join in the execution hereof, and each and every clause of this agreement shall extend to the heirs, executors, administrators, successors and assigns of all parties so executing this agreement.

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

Marian G. Pinson

[illegible]

T. 30 N., R. 111 W., 6th P.M.
Sec. 2: Lots 1, 2, 3, 4, S½N½, S½, N½N½, SE¼NE¼
Sec. 4: SW¼NE¼, W½SW¼, SE¼SW¼, SW¼SE¼
Sec. 6: N½, W½SE¼, SE¼NE¼, E½SE¼
Sec. 8: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Sec. 10: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Sec. 12: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 14: NW¼NE¼, N½NW¼
T. 31 N., R. 111 W., 6th P.M.
Sec. 34: [illegible]

T. 30 N., R. 112 W., 6th P.M.
Sec. 12: Lots 1, 2, 3
Sec. 14: Lots 1, 2, 3, 4, E½W½, SE¼NW¼, N½SE¼
Sec. 16: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, E½SE¼
Sec. 18: NE¼NE¼
T. 31 N., R. 112 W., 6th P.M.
Sec. 34: W½NE¼, E½NW¼, E½
Sec. 36: N½NE¼, SE¼NE¼
[illegible]: W½NE¼, W½, SE¼

ACKNOWLEDGMENT – INDIVIDUAL

[redacted] [redacted] [redacted]

STATE OF NEW MEXICO
COUNTY OF DONA ANA } SS. All States (except Kentucky)

On this 18th day of February, 1980, before me, a Notary Public in and for said County and State, personally appeared Marian G. Pinson, a widow

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

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

My commission expires 8/10/82

Notary Public.

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF
COUNTY OF } SS. All States (except Kentucky)

On this day of, 19, before me, a Notary Public in and for said County and State, personally appeared and

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

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

My commission expires

Notary Public.

CHANGE OF DEPOSITORY

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
OKLAHOMA CITY, OKLAHOMA 73102

ACKNOWLEDGMENT FOR USE IN OKLAHOMA, KANSAS AND NEW MEXICO WHERE LESSOR SIGNS BY MARK

STATE OF
COUNTY OF } SS.

On this day of A. D. 19, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared and, to me known to be the identical person who executed the within and foregoing instrument by mark in my presence and in the presence of and as witnesses, and acknowledged to me that executed the same as free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

My commission expires

Notary Public.

NOTE: The signature by mark of a lessor who cannot write his name must be witnessed by two persons who saw his mark made and one of whom must write lessor's name near his mark.

675 179144

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated February 1, 1970 executed by U.S.A. W-22670

as Lessor(s), and Lorena C. Taylor

as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette State of Wyoming, as assigned in Book 45 O&G at Page 213, only insofar as said lease covers the following described land in said County and State, to-wit:

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 13th day of March, 19 80, at 9 o'clock A M., and duly recorded in book 58 Page 676 of the records of this office.

Kathy Wilson by Deb Kathy Wilson
County Clerk or Register of Deeds.

When recorded
Return to FARMERS UNION CENTRAL EXCHANGE INC.
P. O. Box 126, Laurel, Mont. 59044

Township 31 North-Range 113 West
Section 34: W½SE¼, SE¼SE¼

Executed this 3rd day of March, 19 80

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By: J. R. Keating
J. R. Keating, Assistant Secretary

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } ss.

On this 3rd day of March, A. D. 19 80, before me personally appeared J. R. Keating, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. R. Keating acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

Pauline B. Pearson
Notary Public

My Commission expires [redacted] Residing at: PAULINE B. PEARSON
Notary Public for the State of Montana,
Residing at [redacted]
My Commission expires [redacted]

[redacted] [redacted] [redacted] 983

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Palmer Oil & Gas Company, P. O. Box 2564, Billings, Montana, hereinafter called "Assignor", is the owner and holder of certain lands under Oil and Gas Lease dated August 16, 19~~5~~4, by and between State of Wyoming (0-20914) as Lessor and Bruce Anderson as Lessee, covering (among other lands) the following described land in the County of Sublette, State of Wyoming, to-wit:

170158

Township 29 North, Range 112 West
Section 16: SW¼NE¼, N½NE¼, SE¼NE¼

FILED [illegible] 19 84 8:00 A M
AT 5:5 O'clock P.M. PAGE 677
[illegible] COUNTY CLERK
[illegible], WYOMING. Dorothy M. Wilson

Said lease is recorded in BOOK 16, PAGE 86 of the records of said County.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars in hand paid by Dick V. Welch, Room 212, 10465 Melody Drive of Northglenn, Colorado, hereinafter called "Assignee", the receipt and sufficiency of which is hereby confessed and acknowledged, has sold, assigned, transferred and conveyed, and by these presents does sell, assign, transfer and convey unto Assignee, as an overriding royalty, free and clear of all cost and expense of development and operations, two per cent (2%) of the value of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from the above described premises under and pursuant to the provisions of the Oil and Gas Lease hereinabove described.

TO HAVE AND TO HOLD unto the said Assignee, his heirs, personal representatives, successors and assigns, subject to the following terms and provisions:

I.

All overriding royalties, if any, accruing hereunder shall be payable if, as and when, and only if, as and when, oil, gas, casinghead gas and other hydrocarbon substances are produced, saved and sold from the above described lands and shall be payable at the same time and upon the same basis as the royalties provided for in the Oil and Gas Lease hereinabove described; provided, however, no overriding royalty shall accrue or be payable upon oil or gas used for development or operations upon the above described premises, and provided, further, that all overriding royalties shall be less any and all taxes levied or assessed against the same or the production by which the same are determined, which Assignor may be authorized or required by law to deduct and pay for the account of Assignee.

II.

This Assignment is made and accepted without any warranty of title whatsoever, either express or implied, and with the specific understanding that all operations on and the maintenance of said Oil and Gas Lease by the payment of rentals or otherwise shall be at the sole will of Assignor.

III.

If the Oil and Gas Lease hereinabove described covers less than the entire and undivided fee simple estate in and to the lands herein described, then and in that event the overriding royalty hereby assigned shall be reduced proportionately to the interest covered by said Oil and Gas Lease under the herein described lands.

If the Assignor owns less than the entire interest in and to the Oil and Gas Lease hereinabove described, then and in that event the overriding royalty hereby assigned shall be reduced proportionately to the interest owned by Assignor in said Oil and Gas Lease.

Notwithstanding the grant to Assignee of said above described overriding royalty, Assignor shall have, and Assignee hereby grants and conveys to Assignor, the exclusive right, as between the parties hereto, to develop and operate all of said lands and every part thereof to such extent and in such manner as Assignor shall determine to be proper without incurring any liability whatsoever to Assignee, and nothing herein contained shall be deemed, as between the parties hereto, to obligate Assignor to drill for, produce or market oil or gas from any of said lands to any greater extent than required by the terms and conditions of said Oil and Gas Lease.

IV.

Assignor shall have the right, as to all or any part of said lands and as to any sand or horizon thereof, to enter into a cooperative or unit plan of development or operation, or other plan for the conservation of oil or gas in a single pool or area, or other agreements relating to the development of and production from said land in such manner and form as Assignor shall deem proper, and from time to time to modify, change, or terminate any such plan or plans or agreements; and Assignee hereby expressly ratifies and approves all such plans and agreements which may be so entered into by Assignor. In the event that said lands, or any part thereof, or any sands or horizons 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 lands covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the overriding royalty payments to be made to Assignee under the provisions hereof, 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 overriding royalty payments to be made hereunder to Assignee shall be based upon the production only as so allocated.

V.

Assignor specifically reserves the right to release and surrender the Oil and Gas Lease hereinabove described, and in the event said Oil and Gas Lease is released or surrendered, as to all or any part of the lands covered thereby, all obligations to Assignee under the terms hereof, as to the lands released or surrendered, shall cease and terminate. In the event said Oil and Gas Lease is assigned, in whole or in part, by Assignor, Assignee shall look solely to the successor in interest of Assignor for the payment of the overriding royalty hereinabove provided as to the production from the lands so assigned.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed this 21st day of February, 19 80.

ATTEST: Grace E. Brown
Grace E. Brown
Assistant Secretary

PALMER OIL & GAS COMPANY

Gene L. Shaw, Vice President

[redacted] [redacted] [redacted]

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 21st day of February, 19 80, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gene L. Shaw, known to me to be the Vice President of Palmer Oil & Gas Company the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

My Commission Expires:

April 2, 1980

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

680

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE: W 68121

DISTRICT LAND OFFICE: Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Michael E. Thrash, 817 17th Street, Suite 328, Denver, CO 80202, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express of implied, overriding royalty unto the following parties in the amount hereinafter set forth:

NAME:	ADDRESS:	PER CENT:
Joseph S. Sprinkle and Mary B. Sprinkle	P.O. Box 6483 Denver, CO 80206	2¼%

Being in all a total of an undivided two and one quarter per cent (2¼%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in SUBLETTE County, State of WYOMING, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 35 North, Range 113 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S/2N/2, SW/4SW/4
Section 12: W/2NW/4, N/2SW/4, SE/4SW/4, W/2SE/4, SE/4SE/4
Section 13: NW/4SW/4, S/2S/2
Section 24: All
Section 25: All

containing 2154.16 acres, more or less.

Michael E. Thrash

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the 29th day of October, 1979, before me personally appeared Michael E. Thrash

the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

Notary Public

Residing at:

17115

RECORDED March 29 19[illegible] M
FEES $[illegible]
SUBLETTE COUNTY
PAGE [illegible]
COUNTY CLERK
W. GRIMES

[redacted] PIPELINE CORPORATION [redacted]

MEMORANDUM
DATED:
FILED:
RECORDED:

TO: ADOBE OIL & GAS CORPORATION
1100 Western United Life Building
Midland, Texas 79701

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Adobe Oil & Gas Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated February 27, 1981, (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.

179191

RECORDED March 26 1982 8:45 A M
FEE $ 8.00
SUBLETTE COUNTY, WYOMING
PAGE 681
COUNTY CLERK

Stanley W. Jones

681

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 5th day of February, 19 80.

NORTHWEST PIPELINE CORPORATION

ATTEST:

Barbara Moreno
ASSISTANT SECRETARY

By

ATTEST:

AMOCO OIL & GAS CORPORATION

2-26-80

By

H. R. Holcomb, Asst. Secretary

M. D. Rogers, Sr. Vice President

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. W. Keener, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act 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 27th day of February, 1980.

Sheila C. Rakewood
Notary Public
Residing at Holladay, Utah

My Commission Expires 7-27-82

STATE OF Texas

COUNTY OF Midland

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared M. D. Rogers, Sr. Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of Adobe Oil & Gas Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of , 19 .

Notary Public
Residing at

My Commission Expires

EXHIBIT A-1
GAS PURCHASE CONTRACT
between
NORTHWEST PIPELINE CORPORATION
and
ADOBE OIL & GAS CORPORATION

Description	County and State	Gross Acres	Interest	Net Acres
	Sublette County, Wyoming			
T28N-R114W				
Sec 5: W/2 SE/4		80	7.65%	6.12
Sec 15: SE/4 NW/4		40	6.1875%	2.475
Sec 21: SE/4		160	11.25%	18
S/2 NE/4		80	4.5%	3.6
Sec 22: NE/4 NW/4 &				
S/2 NW/4 & SW/4		280	6.1875%	17.325

New [redacted] .S.A. Form 329 [redacted] ted and for sale by Hall-Poorbaugh [redacted] ell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 2nd day of Januery , 19 80 ,

by and between Emmett D. White and Blanche V. White, his wife

herein referred to as assignor, (whether one or more) and Joanna D. White and Philip L. White, in equal shares, whose address is P.O. Box 1150, Roswell, New Mexico, 88201 hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors)

and assigns an overriding royalty equal to Five percent (5%) of all of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette ,

State of Wyoming to-wit:

Twp. 29 North, Range 106 West, 6th Prin. Mer.
Sec. 3: Lots 1,2,3,4, S½N½, S½
Sec. 11: W½
Sec. 12: All
Sec. 13: W½

Twp. 30 North, Range 106 West, 6th Prin. Mer.
Sec. 33: S½

containing 2239.76 acres, more or less

to the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Emmett D. White, dated 10/1/79 , as lessee, bearing No. W-62153 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

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

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

Emmett D White

Blanche V White

STATE OF NEW MEXICO
County of CHAVES } ss.

On this 2nd day of January , 19 80 , before me personally appeared EMMETT D. WHITE and BLANCHE V. WHITE, his wife

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they, executed the same as their free act and deed.

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

My commission expires [illegible] Notary Public

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

I hereby certify that this instrument was filed for record on the [illegible] day of [illegible] A. D., 19[illegible] at [illegible] o'clock; [illegible] m., and duly recorded in Book [illegible] Page [illegible] of the [illegible] records.

[illegible] of said County.

[illegible] County Clerk

By [illegible] , Deputy

Rec. No. 179209 Fees, $ [illegible]

Return to Joanna D. White
P.O. Box 1150
Roswell, N.M. 88201

686 #68749

3110-2
(July 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)

Mitchell Energy Corporation
3900 One Shell Plaza
Houston, Texas 77002

W 69869
(Serial Number)

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

...s included in the lease: State: **Wyoming** County: **Sublette**

T 36 N, R 113 W, 6th Prin Mer
Sec 22: S½
23: SW¼
26: W½NE¼, SE¼NE¼, NW¼
27: N½

12979

Filed for record the 19th day of Sept. M
and recorded at page 686
in the records of Sublette County
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
by Cathy Hillman Deputy

U. S. Geological Survey reports lands in lease ... not within a known Geologic Structure on DEC 14 1979

...rming a total of **1080** acres | Annual Rental $ **1080.00**

...is lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed ...der 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side ...eof.

...ective date of lease: JAN 1 1980

THE UNITED STATES OF AMERICA

By Edmund V. Jones
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

DEC 27 1979
(Date)

RETURN TO:
PROPERTY ADMINISTRATION
MITCHELL ENERGY CORPORATION
3900 ONE SHELL PLAZA
HOUSTON, TEXAS 77002

[redacted] [redacted]

[redacted] ion of this
ease, or as the [redacted] ied and to
the extent deemed practicable by the [redacted] to fill any pits ditches
and other excavations made on the leased lands and so far as reasonably possible restore the surface of the leased land and access roads to the condition existing prior to the removal of structures and facilities. The lessee shall prescribe the steps to be taken and control the methods to be used with respect to the leased lands and improvements thereon whether or not owned by the lessee. When American antiquities or other objects of archaeologic 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 contractors will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

Not to create overriding royalties in excess of five percent except as otherwise authorized by the Secretary.

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

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.

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.

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.

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.

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

(b) *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 sections 431, 432, and 433, Title 18 U.S. Code relating to [redacted] are made a part hereof so far as the provisions thereof are

688

1202129

Continent Association W. Region

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JAS. O. BREENE, JR.

1700 Broadway - #1219, Denver, Colorado 80290

(hereinafter called Assignor), for ... Dollars ($10.00) the receipt whereof is hereby ... does hereby sell, assign, transfer and set over ...

Winona Oil Company
Suite 1219, 1700 Broadway
Denver, Co 80290 - 50%

James L. Walker, 3325 Anaconda Tower, 555 17th Street, Denver, Co. 80202 - 50%

(hereinafter called Assignee) ... All of his right, title and ... interest in and to the oil and gas lease dated November 30, 79 ... BOUSMAN LIVESTOCK, INC., a Wyoming corporation ... P.O. Box 98, Boulder, Wyoming 82923 ..., Lessor, Jas. O. Breene, Jr. , 1700 Broadway - #1219, Denver, Colorado 80290 ..., Lessee, recorded in book 58 O&G ... 669 ... covers the following described land in Sublette ... Wyoming ...

For description of land see Exhibit "A" attached hereto and by this reference made a part hereof.

STATE OF Wyoming
COUNTY OF Sublette } ss.

This instrument was filed for record on the 20th day of March 1980, at 2:00 o'clock P M. and duly recorded in book 326 of the records of this office.

Witness my hand and seal of office.
Register of Deeds.

When recorded
Return to

Section XXXX, Township XXXXX, Range XXXXX, containing 1,714.01 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 -0- 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, renewals 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 herein, 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 XXXXXXXXXXXXXXXXXXX days in advance of the anniversary date provided in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXXXXXXX days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 17th day of March, 19 80
without warranties of any kind.

JAS. O. BREENE, JR. (Seal)

(Seal)

(Seal)

STATE OF COLORADO
COUNTY OF DENVER } ss

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of March 1980 personally appeared Jas. O. Breene, Jr.

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

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

My Commission Expires Nov. 7, 1983

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 .....

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

689

EXHIBIT "A"

Description of Land

Attached to and made a part of that certain oil and gas lease dated November 30, 1979, by and between Bousman Livestock, Inc., a Wyoming corporation, as lessor, and Jas. O. Breene, Jr., as lessee.

Township 32 North, Range 107 West of the 6th P. M.
Section 7: Lots 1, 2, 4, 5, 6 and 7, N½SE¼, SW¼SE¼, E½SW¼

Township 32 North, Range 108 West of the 6th P. M.
Section 1: SE¼SE¼
Section 12: N½, SW¼, N½SE¼, SW¼SE¼, N½SE¼SE¼, SW¼SE¼SE¼

Township 33 North, Range 107 West of the 6th P. M.
Section 20: S½SE¼
Section 21: S½SW¼
Section 29: N½NE¼, SW¼NE¼, NW¼SE¼

Township 33 North, Range 108 West of the 6th P. M.
Section 22: SE¼SE¼, lying and being situate East of the centerline of the channel of Boulder Creek
Section 23: SW¼
Section 26: W½NW¼
Section 27: NE¼NE¼, lying and being situate East of the centerline of the channel of Boulder Creek

Signed for identification:

Bousman Livestock, Inc.

By: _____
Floyd E. Bousman, President

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated April 5, 1979, from 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 Lessors, to Jas. O. Breene, Jr., as Lessee, recorded in Book 57 O & G, Page 500, of the Records of Sublette County, Wyoming, is owned by Jas. O. Breene, Jr.

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

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 except a tract described as beginning at SE corner of SW¼SW¼, thence N 700 ft., W 301 ft., S 700 ft., E 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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we 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, 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 Jas. O. Breene, Jr. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Leo J. Jensen and Eva E. Jensen	P. O. Box 87 Boulder, Wyoming 82923	$885.45
John W. Jensen and Mary Kay Jensen		-0-

179219

RECORDED May 25 19 79 at 10:45 A M
IN BOOK 2 Misc PAGE 691
FEES $6.00 Kay Yoder
SUBLETTE COUNTY PINEDALE, WYOMING
COUNTY CLERK
by Dorothy M Wilson

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 15th day of May, 19 79.

Leo J. Jensen (SEAL)

Eva E. Jensen (SEAL)

John W. Jensen (SEAL)

Mary Kay Jensen (SEAL)

KAYS PRINTING, INC. 1625 GLENARM PLACE, DENVER COLORADO 80202 (303) 893-3[illegible]

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 15th day of May, 19 79, personally appeared Leo J. Jensen, also known as Leo Jensen, and Eva E. Jensen, also known as Eva Jensen, husband and wife,

and John W. Jenson and Mary Kay Jensen, husband and wife,

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

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

My Commission Expires April 14 1981

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

[redacted]

No.

FROM

TO

Dated 19

No. Acres

County

[redacted]

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

[redacted]

[redacted] WHEREAS, the undersigned, are/[redacted] present record owner/owners and [redacted] holder/holders of the Oil and Gas Lease/Leases recorded in the Office of the County Clerk and Recorder of the County of SUBLETTE, State of WYOMING, and described below:

LESSOR AND LANDS IN LEASE	DATE OF LEASE	RECORDED BOOK	PAGE
: 00925 Edmond C Todd et ux Township 34 North, Range 113 West, 6th PM Section 3: S½	January 29th 1970	Book 44 O&G	Page 599

170[illegible]

WHEREAS, under the terms of said lease/leases, lessee is given the right at any time or times to release and surrender all or any portion of said lease/leases and thereafter be relieved of any and all obligations under said lease/leases;

NOW, THEREFORE, the undersigned do/does hereby cancel, release, relinquish, surrender and quitclaim unto the Lessor/Lessors named in said lease/leases, his/her/their/its heirs, successors, representatives and assigns, all of his/her/their/its right, title and interest in and to said lease/leases.

DATED THIS 13th DAY OF FEBRUARY, 1980.

ATTEST:

Michael D. Shepard, Secretary

DEPCO, Inc.

By: K. G. Ranum, Vice President

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me the 13th day of February, 1980 by K. G. Ranum, Vice President of DEPCO, INC., a Delaware corporation, on behalf of said corporation.

My commission expires:
March 1, 1981

Notary Public

694

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL & GAS LEASE [illegible]

DISTRICT LAND OFFICE [illegible]

KNOW ALL MEN BY THESE PRESENTS, That [illegible], 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 party(ies) in the amount hereinafter set forth:

NAME:	ADDRESS:	PER CENT:
[illegible]	[illegible]	

177283

Being in all a total of an undivided [illegible] overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands in [illegible] County, State of [illegible], under the above designated oil and gas lease and any extension or renewal thereof, to wit:

[illegible]

containing [illegible] acres, more or less.

WITNESS my hand this [illegible] day of [illegible], 19[illegible].

[illegible]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the [illegible] day of [illegible], 19[illegible], before me personally appeared [illegible], the signer of the above instrument, who duly acknowledged to me that [illegible] executed the same.

My commission expires: [illegible] Expires Jan. [illegible] 1982

[illegible]
Notary Public

Residing at: [illegible]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE: W 64615

DISTRICT LAND OFFICE: CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Michael E. Thrash, 817 17th St., Suite 328, Denver, CO 80202, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express of implied, overriding royalty unto the following parties in the amount hereinafter set forth:

NAME:	ADDRESS:	PER CENT:
M. E. Thrash & Virginia L. Thrash, JTWROS	2852 S. Race Street Denver, CO 80210	¼
Michael E. Thrash & Jane A. Thrash JTWROS	P. O. Drawer C Avon, CO 81620	¼

Being in all a total of an undivided One-half of one per cent (½ of 1%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 36 North, Range 113 West, 6th P.M.
Section 12: W/2W/2
Section 13: W/2
Section 24: E/2
Section 25: All
Section 35: All

containing 2080.00 acres, more or less.

Michael E. Thrash

STATE OF COLORADO)
) ss.
COUNTY OF ~~DENVER~~ EAGLE)

On the 28th day of February, 19 80, before me personally appeared Michael E. Thrash

the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

June 9, 1982

Residing at:

Notary Public

L95-

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL & GAS LEASE W-52794

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Jane A. Thrash, 2040 South Youngfield Street, Lakewood, Colorado 80228, 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 party in the amount hereinafter set forth:

NAME:	ADDRESS:	PER CENT:
M. E. Thrash & Virginia L. Thrash, Joint Tenants wit full rights of survivorship	2852 S. Race Street Denver, CO 80210	Two (2)
Michael E. Thrash & Jane A. Thrash, Joint Tenants with full rights of survivorship	P. O. Drawer C Avon, CO 81620	Two (2)

Being in all a total of an undivided Four per cent (4%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands in SUBLETTE County, State of WYOMING, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 31 North, Range 110 West, 6th P.M.
Section 6: Lots 1-7, SW/4NE/4, SE/4NW/4, W/2SE/4
Section 7: Lots 1, 2, W/2NE/4, E/2NW/4, SE/4
Section 17: NW/4
Section 18: NE/4NE/4
Township 31 North, Range 111 West, 6th P.M.
Section 1: Lots 1, 2, S/2NE/4, SE/4
Section 12: N/2NE/4

containing 1,384.66 acres, more or less.

WITNESS my hand this 11th day of March, 1976.

Jane A. Thrash

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the 11th day of March, 1976, before me personally appeared Jane A. Thrash, the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires:

Notary Public

Residing at:

129205

[redacted] ASSIGNMENT OF OVERR[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL & GAS LEASE [illegible]

DISTRICT LAND OFFICE [illegible]

KNOW ALL MEN BY THESE PRESENTS, That [illegible], 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 party(ies) in the amount hereinafter set forth:

NAME:	ADDRESS:	PER CENT:
[illegible]	P. O. Drawer C Avon, CO 81620	

Being in all a total of an undivided Two and One-Quarter (2¼) 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 in Sublette County, State of [illegible], under the above designated oil and gas lease and any extension or renewal thereof, to wit:

[illegible]

containing [illegible] acres, more or less.

WITNESS my hand this 29th day of March, 19[illegible].

[illegible]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the [illegible] day of [illegible], 19[illegible], before me personally appeared [illegible], the signer of the above instrument, who duly acknowledged to me that [illegible] executed the same.

My commission expires: [illegible]

[illegible]
Notary Public

Residing at: [illegible]

698

Rocky Mtn. Form 10-7

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th day of February 1980
by and between Harvey Dean Luce, a single man
Box 219
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: See exhibit "A" attached hereto and made a part hereof.

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 thereto, 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 1,811.65 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of FIVE years from date, and as long thereafter as oil, 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 on the leased premises for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney at Box 428, 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 Eight Hundred Forty Four and 65/100 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 said land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production 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, development operation and the existence of a shut-in gas well on the lease described herein under the terms of this lease. The royalties herein provided to be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage in the land covered hereby and included 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 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. All assignments 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 [redacted] (SEAL) _____ (SEAL)

Harvey Dean Luce
SS# 520-38-8534 (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF Wyoming
COUNTY OF Natrona } 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, 1980, personally appeared Harvey Dean Luce, to 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

[illegible] State of Wyoming

EXHIBIT "A"

TOWNSHIP 30 NORTH, RANGE 110 WEST, 6th P.M.

SECTION 3: Lots 2, 8, 9, SW¼NE¼, SE¼NW¼, NE¼SW¼, W½SE¼
SECTION 4: Lots 1, 2, 5, 6, 7, SW¼NE¼
SECTION 9: Lots 1, 4, 6, 7, W½SE¼
SECTION 10: Lots 1, 2, 4, 5, NW¼NE¼, S½NE¼, E½W½, SE¼
SECTION 15: Lot 7, E½NE¼, NW¼NE¼, NE¼NW¼

TOWNSHIP 31 NORTH, RANGE 110 WEST, 6th P.M.

SECTION 33: SE¼
SECTION 34: Lots 4, 5, 6, 7, W½SE¼

including all acretion and riparian rights and also all rights to the bed of the Green River.

55495 00

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

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