RIGHT [redacted] AND EASEMENT

STATE OF

COUNTY OF

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.
NW¼NE¼;	32	27 North	112 West, 6th P.M.	

RECORDED Sept 22 1980 8:00 A.M.
IN BOOK 60 Misc PAGE 1
FEES $6.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

By Dorothy M Reese REGISTER NO. 11097

WITNESS THE EXECUTION HEREOF THE 19th DAY OF August 19 80, A.D.

W.F. Whelan Co.

by Lola M Hauck
Witness to Signature(s)

By: Mary W. Sylvester
Taft Victor Feney
Deborah Lucas Hayes
Edward L. Taddeucci
Trustees

Project Name: Big Piney G.S. Belco-East LaBarge #27-32
W/O 16720 Dwg. No. Topo.
R/W 79742 Tract No. 1

Rec'd Sept 22 1980 for Belco Petroleum Corp.

STATE OF Colorado

COUNTY OF Jefferson

On this 19th day of August, 1980, before me appeared Mary A. Sylvester to me personally known, who being by me duly sworn, did say that she is the President of W.F. Whelan Co. and that the seal affixed to said instrument is the ~~corporate seal of said corporation~~ Partnership and that said instrument was signed and sealed on behalf of said ~~corporation~~ partnership by authority of its borad of directors, and said Mary A. Sylvester acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 12-2-81

Notary Public in and for Jefferson County, State of Colorado

REGISTER NO. 11497

RIGHT [redacted] AND EASEMENT

STATE OF

COUNTY OF

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.
NW¼SW¼;	32	27 North	112 West,	6th P.M.
NE¼SW¼;	32	27 North	112 West,	6th P.M.
NW¼SE¼;	32	27 North	112 West,	6th P.M.

RECORDED Sept. 22 1982 8:00 A M
IN BOOK 60 Misc PAGE 3
FEES $6.00 Lora J Gabbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

REGISTER NO. 21108

M.F. Whelan Co.

WITNESS THE EXECUTION HEREOF THE 19th DAY OF August 1982, A.D.

by

Ella M. Hauck
Witness to Signature(s)

By: Mary W Sylvester
Mary Vicars Fenex
Deborah Vicars Hogue
Edward W Tuddenham

Project Name: Big Piney G.S.
Belco-East LaBarge #28-32
W/O 16721 Dwg. No. Topo.
R/W 79743 Cont. No.

STATE OF Colorado

COUNTY OF Jefferson

On this 19th day of August, 1980, before me appeared Mary W. Sylvester to me personally known, who being by me duly sworn, did say that she is the President of M.F. Whelan Co.

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

My Commission expires: 12-2-81

Notary Public in and for Jefferson County, State of Colorado

RECORDER NO. 81498

RIGHT O[redacted] AND EASEMENT [redacted] [redacted]

STATE OF

COUNTY OF

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.
SE¼NW¼;	28	27 North	112 West, 6th P.M.	

REGISTER NO. 01496

Recorded Sept 22 1980 8:00 A M
Book 60 Of L PAGE 5
FEES 6.00 Laura Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Davis

WITNESS THE EXECUTION HEREOF THE 26 DAY OF August A.D.

YOSE CATTLE CO.

by Ellen Bartuska
Witness to Signature(s)

By: [signature]

Project Name: Big Piney G.S.
Belco-East La Barge #33-28

W/O 17362 Dwg. No. Topo.

R/W 80133 Grant No. 1

STATE OF Wyoming

COUNTY OF Lincoln

On this 26 day of August, 1980, before me appeared Walter Yose Jr. to me personally known, who being by me duly sw 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 said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Walter Yose Jr. acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: July 14, 1984

Patricia Studt
Notary Public in and for Lincoln
County, State of Wyoming

61496
SEQUENCE NO.

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GETTY RESERVE OIL, INC., hereinafter called Assignor, does hereby bargain, sell, grant, assign, transfer and convey unto WOODS PETROLEUM CORPORATION, hereinafter called Assignee, Seventy Percent (70%) of Assignor's right, title and interest in and to the following described leases and lands, subject to the reservation by Assignor of an undivided 2 percent of eight eights (2% of 8/8ths) overriding royalty, to be reduced proportionately to the interest herein being assigned:

07-0544-00A/B
1208

Oil, Gas and Mineral Lease by and between James Francis Nickelson, etux., as Lessors, and Thomas F. Stroock, Lessee, recorded in Book 48 at Page 643 of the Sublette County, Wyoming records.

INSOFAR and only insofar as said lease covers the following described lands:
Township 30 North, Range 112 West
Section 23: 2 acres in the NW corner of the NE¼

07-0560-00A/B
1018

Oil, Gas and Mineral Lease by and between Kenneth Guio, etux., as Lessors, and Thomas F. Stroock, Lessee, recorded in Book 48 at Page 637 of the Sublette County, Wyoming records.

INSOFAR and only insofar as said lease covers the following described lands:
Township 30 North, Range 112 West
Section 23: NE¼.

AND an undivided Sixty Percent (60%) of Assignor's right, title and interest in and to the leases described on Exhibit "A" attached hereto and by reference made a part hereof, subject to the reservation by Assignor of an undivided 2 percent of eight-eighths (2% of 8/8ths) overriding royalty, to be reduced proportionately to the interest herein being assigned:

SEE EXHIBIT "A" ATTACHED HERETO

PROVIDED, HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. The terms and provisions of the said oil and gas leases including the landowner's royalty therein reserved and all existing overriding royalty interests of record, including the overriding royalty reserved herein to Assignor, the proportionate burden of which shall be assumed and borne by the Assignee.

2. This Assignment is made in compliance with and subject to the terms and provisions of that certain Agreement dated January 5, 1979, as amended, between Reserve Oil, Inc. and Woods Petroleum Corporation.

3. In the event that the said oil and gas leases cover or extend to an interest less than the full leasehold estate as to any part or all of the said land, then Assignee's liability for payment of the above described landowner's royalty and overriding royalty shall be reduced proportionately.

4. This Assignment is made without representation or warranty of title, either express or implied.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns, but subject to the terms, covenants and contions set forth above.

EXECUTED this 14th day of July, 1980.

101019

GETTY RESERVE OIL, INC.

Peter Bosche, Agent

RECORDED Jul 23 1980 10:30 AM
IN BOOK 60 & 62 PAGE 7
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
COUNTY OF DENVER) ss.

ON this 14th day of July, 1980, before me personally appeared Peter Bosche, to me personally known, who, being by me duly sworn, did say that he is the Agent for Getty Reserve Oil, Inc., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Peter Bosche acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires Oct. 22, 1983

My commission expires

Notary Public

NOTARY PUBLIC

EXHIBIT "A"

L E A S E S C H E D U L E

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated July 14, 1980 from Reserve Oil, Inc., as Assignor, to Woods Petroleum Corporation, as Assignee.

SUBLETTE COUNTY, WYOMING

Getty -

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
GUIO, Kenneth, etux 07-0560-00A/00B-005 10191	STROOCK, Thomas F.	INSOFAR AS and only insofar as lease covers the following described lands: TRACT I T30N-R111W Sec. 19: SESE Sec. 20: SWSW Sec. 29: N½NW Sec. 30: Lots 1, 2, 3, 4, E½W½ Sec. 31: Lots 1, 2, E½NW, W½NE, NESW, NWSE T30N-R112W Sec. 13: S½ Sec. 23: SE Sec. 24: W½E½, W½ Sec. 25: ALL Sec. 26: E½ TRACT II T30N-R112W Sec. 22: SENW, NESW, S½S½ Sec. 23: S½SW Sec. 26: E½W½, NWNW Sec. 27: N½NE	1/5/73-81	48	637		
GUIO, Kenneth, etux 07-1233-00A-005 11207	STROOCK, Thomas F.	T30N-R111W Sec. 30: E½ except Townsite of Marbleton described as follows: Beginning at the ¼ cor. in the East Boundary of said Sec. 30; thence N 1980'; thence W 2920'; thence S 2640'; thence E2920'; thence N 660' to beginning, containing 176.97 ac, m/l T30N-R112W Sec. 36: SENE, E½SE T30N-R111W Sec. 31: NENE	5/22/78/83	56	373	320.02	270.02

EXHIBIT "A"

L E A S E S C H E D U L E

[redacted]UBLETTE COUNTY, WYOMING

Getty

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated July 14, 1980 from Reserve Oil, Inc., as Assignor, to Woods Petroleum Corporation, as Assignee.

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
MICKELSON, James F.,etux 07-0554-00A/00B-005 11208	STROOCK, Thomas F.	INSOFAR AS and only insofar as lease covers said lease covers the following described land: TRACT I T30N-R111W Sec. 19: Lots 1, 2, 3, 4, E½W½, S½NE, N½SE, SWSE T30N-R112W Sec. 9: SENE Sec. 11: SWSW, S½SE Sec. 12: SESW, SWSE Sec. 13: W½NE, NW Sec. 14: N½NE, SE Sec. 24: E½E½ TRACT II T30N-R112W Sec. 10: S½NW, S½ Sec. 14: SW, S½NW, NWNW Sec. 15: E½ Sec. 23: NW, N½SW	1/5/73-81	48	643		

EXHIBIT "A"
L E A S E S C H E D U L E

[redacted]UBLETTE COUNTY, WYOMING

Getty

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated July 14, 1980 from Reserve Oil, Inc., as Assignor, to Woods Petroleum Corporation, as Assignee.

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
MILLER, Jean M. Muir 07-0529-00A-005 11209-4	STROOCK, Thomas F.	T31N-R113W Sec. 24: SWSW Sec. 25: W½ Sec. 26: NENE Sec. 35: NESE Sec. 36: W½	10/5/73-83	50	243	760.00	76.00
MILLER, Phyllis Muir,etvir 07-0529-00B-005 11209-2	STROOCK, Thomas F.	(Same as previously described)	10/5/73-83	50	241	760.00	76.00
[redacted]ER, Ann I. [redacted]-0529-00C-005 11209-1	STROOCK, Thomas F.	(Same as previously described)	10/5/73-83	50	237	760.00	76.00
[redacted]UNTS, Dorothy P.,etvir 07-0529-00D-005 11209-3	STROOCK, Thomas F.	(Same as previously described)	10/5/73-83	50	239	760.00	76.00
MILLER, Jean M. Muir 07-0529-00E-005 11209-7	STROOCK, Thomas F.	(Same as previously described)	5/5/76-86	52	670	760.00	25.34
MUIR, Ann I. 07-0529-00F-005 11209-5	STROOCK, Thomas F.	(Same as previously described)	5/5/76-86	52	668	760.00	25.34
MOUNTS, Dorothy P.,etvir 07-0529-00G-005 11209-6	STROOCK, Thomas F.	(Same as previously described)	5/5/76-86	52	639	760.00	25.34
SPENCER, Charles F., etux 07-0531-000-005 [redacted]11210	STROOCK, Thomas F.	T30N-R113W Sec. 1: Lots 3 and 4 T31N-R113W Sec. 26: SESE Sec. 36: E½	10/5/73-83	50	260	440.00	440.00

EXHIBIT "A"

L E A S E S C H E D U L E

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated July 14, 1980 from Reserve Oil, Inc. to Woods Petroleum Corporation, as Assignor, Getty to , as Assignee.

SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
BRAY, Helen E. 07-0532-000-005 11211	STROOCK, Thomas F.	Township 30 North, Range 112W Sec. 26: SWNW, NWSW, SWSW Sec. 27: S½NE, N½SE, SESE Sec. 34: N½NE, E½NW	6/6/73-81	49	369	480.00	480.00
GUIO, Kenneth,etux 07-0549-000-000 11212	STROOCK, Thomas F.	T30N-R112W Sec. 4: SW, W½SE Sec. 5: Lots 3, 4, SE, E½SW, NWSW, W½SWNE, SESWNE Sec. 6: Lots 1, 2, 6, S½NE, NWSE, NESW Sec. 8: NENE, N½NW Sec. 9: NW, W½NE, NENE	1/5/73-81	48	640	1285.57	1285.57
GUIO, Kenneth, etux 07-0550-000-005 11213	STROOCK, Thomas F.	T30N-R112W Sec. 5: S½NW	1/5/73-81	49	45	80.00	80.00
GUIO, Kenneth, etux 07-0551-000-005 11214	STROOCK, Thomas F.	T31N-R114W Sec. 29: S½SW, SWSE Sec. 32: NWNW T31N-R113W Sec. 27: SWNW, SW, S½SE Sec. 28: SENW, S½NE, SESW, SE Sec. 33: NENW, N½NE Sec. 34: N½NE, NW	1/5/73-81	49	96	1120.00	1120.00
MICKELSON, James F.,etux 07-0553-000-005 11215	STROOCK, Thomas F.	T30N-R112W Sec. 5: SWSW Sec. 6: Lot 7, SESW, E½SE, SWSE Sec. 7: Lot 1, NENW, NENE Sec. 9: NESE T30N-R113W Sec. 1: S½N½, SE, N½SW, SESW Sec. 2: Lot 1 Sec. 12: NENE	4/5/73-81	49	277	1151.38	1151.38

EXHIBIT "A"
L E A S E S C H E D U L E

SUBLETTE COUNTY, WYOMING

Getty

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated July 14, 1980 from Reserve Oil, Inc., as Assignor, to Woods Petroleum Corporation, as Assignee.

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
MICKELSON, James F. (cont'd) 11215		T31N-R113W Sec. 34: S½NE, NESE Sec. 35: NWSW, SESW, S½SE					
MICKELSON, James F, etux 07-0555-000-005 11216	STROOCK, Thomas F.	T30N-R112W Sec. 15: NENW, S½NW, SW Sec. 21: NENE Sec. 22: N½NW, SWNW, NE, N½SE	4/5/73-81	49	279	680.00	680.00
[illegible]LLEG, George, etux [illegible]-0556-000-005 11217	STROOCK, Thomas F.	T30N-R112W Sec. 35: E½NE Sec. 36: NW, N½NE	4/2/73-81	49	283	320.00	320.00
NORRIS, Monte 07-0557-00A-005 11218-1	STROOCK, Thomas F.	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	4/3/73-81	49	291	640.00	320.00
BALL, Frank D. III, etux 07-0557-00B-005 11218-2	STROOCK, Thomas F.	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	4/2/73-81	49	289	640.00	320.00

13

062-0093A

[redacted] [redacted] [redacted]

PARTIAL RELEASE OF LEASE

THE STATE OF }

KNOW ALL MEN BY THESE PRESENTS: That the undersigned do(es) hereby quitclaim, release, surrender and abandon all right, title and interest in and to a certain oil and gas, or oil, gas and mineral lease dated, January 18, 1972, executed by WILLIAM H. REISNER, JR. and JOAN S. REISNER,

as lessors, 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 48 O & G at Page 129, insofar as said lease covers the following described land in said County and State, to-wit:

Township 33 North, Range 109 West, 6th PM
Sec. 24: W½NW¼, W½E½NW¼ (except 1.99 acre tract in SW¼NW¼)

containing 118.01 acres, more or less

191256

RECORDED Sept 25 1980 4:00 P M
IN BOOK 60 Misc PAGE 14
FEES $4.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Keene

WITNESS the hand(s) and seal(s) of the undersigned this 15th day of July, 19 80.

EXXON CORPORATION

O. K. as to land description
O. K. as to form

By W. R. Campbell
WM. R. CAMPBELL, Attorney-In-Fact

WITNESSES:

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by WM. R. CAMPBELL as Attorney in Fact of EXXON CORPORATION this of 15th day of July, 19 80.

WITNESS my hand and official seal.

Notary Public

My commission expires:

[redacted]

Form Approved by
Board, April 6, 1972

15

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

77- 0116

ASSIGNED

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

1. D. L. CARPENTER
(Name of Applicant)
Box 1819
(Number and Street)
Casper, WY 82602
(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. 114 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List. 48	This lease embraces the area and the land described in item 2.
Sec. 36 W½	
Total Area 320.00 Acres	Total Area ..... Acres

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

Advanced Rental (To be computed at 50¢ 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:

(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 January, 1977

Lessee: D. L. Carpenter
D. L. CARPENTER (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 FEB 11 1977

EFFECTIVE DATE OF LEASE February 2, 1977

Examined:

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

By A. E. Kunz
Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

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

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne, Wyoming on this 11th day of February, A. D. 1977.

A. E. KING
Commissioner of Public Lands

SLO-25

181271

RECORDED Sept. 26, 1980 11:30 A M
IN BOOK 60 O & G PAGE 15
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, D. L. Carpenter, P. O. Box 1819, Casper, Wyoming 82602, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-116, and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 114 West
Section 36: W½

and containing 320.00 acres more or less, for and in consideration of the sum of Ten and no/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto John J. Christmann, Suite 800, 1500 Broadway of Lubbock, Texas 79401, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 30 North, Range 114West
Section 36: W½

and containing 320.00 acres, more or less, reserving, however, unto assignor five percent of eight-eights overriding royalty (5% of 8/8ths).

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

IN WITNESS WHEREOF, this instrument executed this 9TH day of June, 1980

WITNESS: 191272

D. L. Carpenter
D. L. Carpenter — Assignor-Lessee

By _____ President

Attest: _____ Secretary

RECORDED Sept 26 1980 11:39AM
IN BOOK 60 Oil PAGE 17
FEES 4.00 Lorna Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL)
by Dorothy M Steere

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Natrona } ss.

On this 9 day of June, A. D. 1980, before me personally appeared D. L. Carpenter to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of June, A. D. 1980.

(SEAL)

MARTHA G COOK NOTARY PUBLIC COUNTY OF STATE OF MY COMMISSION EXPIRES Mar. 27, 1982 Wyoming

Martha G Cook
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: August 7, 1980 without binding the State for the payment of any overriding royalty.

Assignment recorded in the Office of the Commissioner of Public Lands: Oct. 2, 1980

(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.)

sm

[redacted] [redacted] [redacted]

AFFIDAVIT OF PRODUCTION

COUNTY OF SUBLETTE

STATE OF WYOMING

WHEREAS, ENERGETICS, INC., Operator, at 102 Inverness Terrace East, Englewood, Colorado 80112, drilled the

Federal #40-29 Well
C-SE¼ (1320' FEL & 1320' FSL), Section 29-T27N-R111W
Sublette County, Wyoming

and completed said well in the Frontier and Bear River Formations as a PRODUCING gas well.

THEREFORE, the following listed oil and gas leases are producing by virtue of the above referenced well insofar as said leases cover the E½ of Section 29-T27N-R111W which has been designated the spacing unit for said well.

LESSOR	LESSEE	LEASE DATE	RECORDED BOOK	RECORDED PAGE
United States of America, W-62508	R. L. Billings	11-1-78	57	187
United States of America, W-34033	Robert W. David	5-1-72	57	280

SIGNED AND SEALED THIS 5th day of September, 1980.

ATTEST:

Margaret E Scott
Assistant Secretary

ENERGETICS, INC.

BY: P. D. Maher
P. D. Maher, Executive Vice President

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of September, 1980, by P. D. Maher, Executive Vice President of Energetics, Inc.

Witness my hand and notorial seal.

My Commission Expires:

12-14-80

Notary Public

RECORDED Sept 26 1980 3:00 P M
IN BOOK 60 Misc PAGE 18
FEES $4.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

191209

19

PARTIAL ASSIGNMENT OF FEDERAL OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Assignment is entered into this 22nd day of July, 1980, by and between NORTHWEST EXPLORATION COMPANY (hereinafter referred to as "Northwest"), One Park Central, Suite 1487, Denver, Colorado 80202, and ENERGETICS, INC. (hereinafter referred to as "Assignee"), 102 Inverness Terrace East, Englewood, Colorado 80112.

Recorded Sept 26, 1980 3:10 PM
Book 60 Oil & Gas Page 19
Fee $6.00 Laurel Hall COUNTY CLERK
SUBLETTE COUNTY CLERK
By Deputy M. Rowe

WITNESSETH THAT:

WHEREAS, Northwest is the owner of all of the record title of that certain Federal Oil and Gas Lease Serial Number W-54136 dated effective April 1, 1976, insofar only as said lease covers the following described lands:

Township 27 North, Range 111 West,
6th P.M., Sublette County, Wyoming
Section 14: All
Section 15: S½

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Northwest does hereby assign, transfer and convey to Assignee all of its working interest and operating rights in and to that certain Federal Oil and Gas Lease Serial Number W-54136 dated effective April 1, 1976, insofar and only insofar as said lease covers the following described lands from the surface of the ground to the stratigraphic equivalent of the deepest depth penetrated by the Federal 30-15 Well, which was 11,694 feet, located on Section 15, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming:

Township 27 North, Range 111 West,
6th P.M., Sublette County, Wyoming
Section 15: S½

This Assignment is made subject to the following:

1. Northwest excepts from this Assignment an overriding royalty of five percent of eight-eighths (5% of 8/8ths), which was previously reserved therefrom.

2. In addition to the overriding royalty excepted above, Northwest reserves to itself, its successors, and assigns an overriding royalty of six and one-quarter percent of one hundred percent (6.25% of 100%) until payout, as defined below, of the Federal 30-15 Well has occurred. Upon reaching payout of the said well, Northwest shall have the option to convert its overriding royalty interest to an undivided forty percent (40%) working interest from the surface of the land to the stratigraphic equivalent of the deepest depth, 11,694 feet, penetrated in the Federal 30-15 Well.

Payout for purposes of this assignment shall be at such time as the proceeds of all production from the Federal 30-15 Well, computed separately

[redacted] [redacted] [redacted]

(exclusively of royalty, overriding royalties, and taxes chargeable to the working interest), equals one hundred percent (100%) of the costs incurred by Assignee in drilling, testing, completing, and equiping the Federal 30-15 Well and including the tanks or separator, plus, during the time required to recover the foregoing one hundred percent (100%) of the costs incurred by Assignee in operating said well.

It is agreed that the obligations to pay any overriding royalties created herein, which, when added to overriding royalties previously created and to the royalty payable to the United States, aggregate in excess of seventeen and one-half percent (17.5%), shall be suspended when the average production of oil per day averaged on a monthly basis is fifteen (15) barrels or less.

3. Northwest also reserves for itself, its successors and assigns, the record title to the working interest hereby conveyed from the surface of the land to the stratigraphic equivalent of the deepest depth, 11,694 feet, penetrated in the Federal 30-15 Well.

4. Northwest also reserves for itself, its successors, and assigns, all right, title, interest and estate below the depth assigned, including the right of ingress and egress and all rights essential to the full exploration, drilling, development and production of its products covered thereby below the depth assigned. Each party shall conduct its operations on said lands so as to interfere as little as possible with the operations of the other.

5. The reservations contained hereby shall be effective not only as to the leasehold estate assigned but also as to any extensions or renewals thereof.

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

IN WITNESS WHEREOF, Northwest has executed this Assignment as of the day and year first above written.

ATTEST:

By: Kitty R. Burnett
Assistant Secretary

NORTHWEST EXPLORATION COMPANY

By: D J Eckelberg
Vice President

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
County of Denver)

On this 22nd day of July, 1980, before me personally appeared D. J. Eckelberg, to me personally known, who, being by me duly sworn, did say that he is the Vice President of NORTHWEST EXPLORATION COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. J. Eckelberg acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 22nd day of July, A.D. 1980.

My Commission Expires
November 14, 1980

Notary Public

PARTIAL ASSIGNMENT OF FEDERAL OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

This Assignment is entered into this 22nd day of July, 1980, by and between NORTHWEST EXPLORATION COMPANY (hereinafter referred to as "Northwest"), One Park Central, Suite 1487, Denver, Colorado 80202, and ENERGETICS, INC. (hereinafter referred to as "Assignee"), 102 Inverness Terrace East, Englewood, Colorado 80112.

WITNESSETH THAT:

WHEREAS, Northwest is the owner of all of the record title of those certain Federal Oil and Gas Leases set out in Exhibit "A", attached hereto and made a part hereof, only insofar as said leases cover the lands described in Exhibit "A".

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Northwest does hereby assign, transfer and convey to Assignee sixty percent of one hundred percent (60% of 100%) of its working interest and operating rights in and to those certain Federal Oil and Gas Leases set out in Exhibit "A", insofar and only insofar as said leases cover the lands described in Exhibit "A" from the surface of the ground to the stratigraphic equivalent of the deepest depth, 11,694 feet, penetrated by the Federal 30-15 Well located on Section 15, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming.

This Assignment is made subject to the following:

1. Northwest excepts from this Assignment the overriding royalty interests for each lease as listed in Exhibit "A" which was previously reserved therefrom.

2. Northwest also reserves for itself, its successors, and assigns, all right, title, interest and estate below the depth assigned, including the right of ingress and egress and all rights essential to the full exploration, drilling, development and production of its products covered thereby below the depth assigned. Each party shall conduct its operations on said lands so as to interfere as little as possible with the operations of the other.

3. The reservations contained hereby shall be effective not only as to the leasehold estate assigned but also as to any extensions or renewals thereof.

191292

RECORDED Sept 26 1980 3:00 PM
IN BOOK 60 Ox 2 PAGE 21
FEES $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

IN WITNESS WHEREOF, Northwest has executed this Assignment as of the day and year first above written.

ATTEST:

By: Betty R. Burnett
Assistant Secretary

NORTHWEST EXPLORATION COMPANY

By: D. J. Eckelberg
Vice President

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
County of Denver)

On this 22nd day of July, 1980, before me personally appeared D. J. Eckelberg, to me personally known, who, being by me duly sworn, did say that he is the Vice President of NORTHWEST EXPLORATION COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. J. Eckelberg acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 22nd day of July, A.D. 1980.

My Commission Expires
July 11, 1980

Notary Public

EXHIBIT "A"

Attached hereto and made a part hereof that certain Partial Assignment of Federal Oil and Gas Leases dated July 22, 1980, between Northwest Exploration Company and Energetics, Inc.

Serial Number	Effective Date	Lands Covered	Previous ORRI
1. W-54136	April 1, 1976	Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming Section 14: All	5% of 8/8ths
2. W-53093	January 1, 1976	Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming Section 10: All	5% of 8/8ths
3. W-40980	September 1, 1973	Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming Section 13: N½	4% of 8/8ths

062-0093A

24

11-79 Ira
L-623082-1

RELEASE OF LEASE

THE STATE OF WYOMING }
COUNTY OF SUBLETTE }

KNOW ALL MEN BY THESE PRESENTS: That the undersigned do(es) hereby quitclaim, release, surrender and abandon all right, title and interest in and to a certain oil and gas, or oil, gas and mineral lease dated, November 25, 1974, executed by William H. Reisner, Jr., et ux, as lessors, 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 51 O&G at Page 221, said lease cover ing the following described land in said County and State, to-wit:

240.00 acres, more or less, being E½ SW¼, SE¼, In Sec.13, T-33N, R-109W.

RECORDED September 29 1980 8:00 AM
IN BOOK 60 Ox &
FEES $4.00 PAGE 24
SUBLETTE COUNTY, WYOMING
COUNTY CLERK

WITNESS the hand(s) and seal(s) of the undersigned this 11th day of September, 1980.

WXXXXXXXX

EXXON CORPORATION

O. K. as to transaction
O. K. as to form ___
Instrument verified by

By H. F. Gready
H. F. Gready Attorney-In-Fact

EXXON CORPORATION
P. O. BOX 2180
HOUSTON, TEXAS 77001

062-0127A

062-0127A

STATE OF TEXAS }
COUNTY OF HARRIS } SS.

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT (ATTORNEY IN FACT)

On this 11th day of September, 19 80, before me appeared H. F. Gready, to me personally known, who, be by me duly sworn, did say that he is attorney in fact for EXXON CORPORATION, and that the foregoing inst ment was executed by him as such attorney in fact by authority of its Board of Directors, and said H. F. Gready acknowledged execution of said instrument as the free act and deed of said corporation.

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

LINDA R. ARAIZA
Notary Public in and for Harris County, Texas
My Commission Expires August 4, 1984

My commission expires:

Notary Public

[redacted] [redacted] [redacted] D-R-179

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WYOMING 019548

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That THOMAS G. DOROUGH

....., 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	P. O. Box 582, Littleton, Colorado	1/2 of 1%

RECORDED Sept 29 19 80 8:00 A M
IN BOOK 60 Misc PAGE 25
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 32 North, Range 109 West, 6th P.M.
Section 7: Lots 3, 4, 9, 10

Township 32 North, Range 110 West, 6th P.M.
Section 1: All
Section 2: $SE\frac{1}{4}SE\frac{1}{4}$
Section 11: $E\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

Containing 616.17 acres, more or less.

WITNESS our hands this 31st day of March, 19 70

Witnesses:

.....

.....

Thomas G. Dorough
(Thomas G. Dorough)

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 31st day of March, 19 70, before me personally appeared Thomas G. Dorough the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:

July 29, 1972

Residing in Denver, Colorado

CERTIFICATE OF MERGER

The undersigned corporation hereby certifies that:

1. An Agreement of Merger (the "Agreement") dated July 24, 1980 has been entered into by and between CRA OIL EXPLORATION COMPANY, a Delaware corporation, and TERRA RESOURCES, INC., a Delaware corporation, as the "Constituent Corporations".

2. The Agreement has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with subsection (c) of Section 251 of the Delaware Corporation Law.

3. The name of the surviving corporation is CRA OIL EXPLORATION COMPANY, herewith changed to TERRA RESOURCES, INC.

4. The only change in the certificate of incorporation of the surviving corporation to be effected by the merger is the amendment of paragraph 1 thereof to read in its entirety as follows:

1. The name of the corporation is:

TERRA RESOURCES, INC.

5. The executed Agreement is on file at the principal place of business of the surviving corporation, 5416 South Yale Avenue, Tulsa, Oklahoma 74135.

6. A copy of the Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of either Constituent Corporation.

Dated: July 24, 1980.

CRA OIL EXPLORATION COMPANY

By _____
J. F. Anderson, President

ATTEST:

_____
William H. Everett III
Assistant Secretary

181209

RECORDED Sept 29 1980 8:00 A M
IN BOOK 60 Ord 1 PAGE 26
FEES $6.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

_____

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 "TERRA RESOURCES, INC.", merging with and into the "CRA OIL EXPLORATION COMPANY", under the name of "TERRA RESOURCES, INC.", as received and filed in this office the thirty-first day of July, A.D. 1980, at 10 o'clock A.M.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* thirty-first *day of* July *in the year of our Lord one thousand nine hundred and* eighty.

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

FORM 120

08

WY-60-03-001

Form 3106–5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-69892

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

191872

Petro-Lewis Funds, Inc.
P.O. Box 2250
Denver, Colorado 80201

RECORDED Oct 2, 1980 1:45 PM
IN BOOK 60 Misc PAGE 28
FEES $6.00 Lois J Yoke 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)* January 1, 1980, 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 31 North-Range 115 West
Section 26: N/2NW/4
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.)* 3% of 8/8ths

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

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

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 day of , 19

Robert E. Dooley
(Assignor's Signature)
Robert E. Dooley

Subscribed and sworn before me this 2 day of March, 19 80.
Witness my hand and official seal.
Notary Public
MY COMMISSION EXPIRES DECEMBER 14, 1982

103 Autumn Drive
(Assignor's Address)

Stafford, VA. 22554
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1980

By Glenna W. Sanc
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

SEP 19 1980
(Date)

Return to: Petro-Lewis Corporation
P.O. Box 2250, Denver, Colorado 80201

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 3*

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this day of , 19

Richard E. Bennett
Vice President (Assignee's Signature)
Petro-Lewis Funds, Inc.

P.O. Box 2250, Denver, CO. 80201
(Address, include zip code)

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

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

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

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

.....

and .....

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

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

My Commission Expires..... .....
Notary Public

STATE OF Colorado
COUNTY OF Denver } ss.

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

On March 20, 1980, before me personally came the above named Richard E. Bennett (who being by me duly sworn, did say that he is the Vice President of Petro-Lewis Funds, Inc.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as ..... 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: December 14, 1982

Jean L. Greenlaw
Notary Public
Residing at: Denver, Colorado

NOTARIAL SEAL JEAN L. GREENLAW NOTARY PUBLIC STATE OF COLORADO

Accounting
SEP 24 1980
Oil & Gas Revenue

29+30

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT IN CONSIDERATION of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CAVALIER EXPLORATION, INC., 410 Seventeenth Street, Suite 290, Denver, Colorado 80202 (hereinafter referred to as "Assignor"), pursuant to that certain nominee agreement dated January 1, 1979, does hereby CONVEY, TRANSFER, ASSIGN and SET OVER to:

Cavalier Land Company
A Colorado Partnership
410 Seventeenth Street
Suite 290
Denver, Colorado 80202
(hereinafter referred to as "Assignee")

without covenants of warranty either express or implied ALL of Assignor's right, title and interest in and to the oil and gas leases set forth on Exhibit "A" attached hereto and made a part hereof, together with a like interest in and to the rights incident and appurtenant thereto.

TO HAVE AND TO HOLD unto Assignee, its successors, legal representatives and assigns forever.

EXECUTED this 25th day of August, 1980.

ATTEST:

SEAL

By K. S. Murias
K. S. Murias, Secretary

CAVALIER EXPLORATION, INC.

By K. L. Phelps
K. L. Phelps, President

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

Before me, the undersigned, a Notary Public, in and for said county and state on this 25th day of August, 1980, came K. L. Phelps, as President of CAVALIER EXPLORATION, INC., a corporation, personally known to me to be such officer and to be the same person who executed as such officer the foregoing instrument in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires 12-29-81

Karen J. Stewart
Karen J. Stewart Notary Public

191655

RECORDED Dec 6, 1980 11:30 AM
IN BOOK 60 Oil & Gas PAGE 31
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CAVALIER EXPLORATION, INC. and CAVALIER LAND COMPANY.

CASE NO.	DATE OF LEASE	LESSOR	LESSEE	RECORDED BOOK PAGE	DESCRIPTION
79-818-0001	January 1, 1980	Bureau of Land Management (W-69891)	Cavalier Exploration, Inc. * * * * * * * * * * * * * * * END OF EXHIBIT		SUBLETTE COUNTY, WYOMING Township 31 North, Range 115 West Section 25: NW¼

Form 3110-2
(September 1973)
(formerly 3120-1a)

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: Roger E. Canter
Street: 2304 Maxwell
City, State, Zip Code: Midland, Texas 79701

W 61785
(Serial Number)

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

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

T 29 N, R 108 W, 6th Prin Mer
Sec 27: All
34: All
35: All

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on JAN 5

Containing a total of **1920.00** acres | Annual Rental . . . . . $ **1920.00**

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

Effective date of lease: FEB 1 1978

THE UNITED STATES OF AMERICA

By Gleman M. Janz
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

191656

JAN 12 1978
(Date)

RECORDED Oct 6 1980 11:30 A.M.
IN BOOK 60 D&S PAGE 33
FEES $6.00 Lois J. Yeh COUNTY CLERK
SUBLETTE COUNTY WYOMING
by Dorothy McClure

LEA[redacted]RMS

43 CFR 3109.2(a)

[redacted] the lessee is granted the [illegible] 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, [illegible] telephone lines, pipelines, reservoirs, tanks, [illegible] or other structures necessary to the full enjoyment hereof, 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 [illegible] hereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bond.* (1) To file any bond required by this lease and the operating regulations and until such bond is filed not to enter upon the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To maintain a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, exclusive of any part of the leased land within the [illegible] structure of a producing oil or gas field. (4) To maintain prior to beginning of drilling operations and maintain thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or [illegible] of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in this amount is already being maintained or unless such a bond furnished by any operator of the lease is accepted. (5) Until a statewide bond is filed to furnish and maintain a bond in [illegible] but less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. Upon the filing 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 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 part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable or advisable which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

(2) To pay the lessor in advance an annual rental at the rate of:

(i) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(a) For each lease year a rental of 50 cents per acre or fraction of an acre.

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

(a) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(b) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

(3) *Royalty.* Commencing with the lease year beginning after a discovery on the leased land, to pay the lessor [illegible] 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 subparagraphs (1) and (2) above.

(4) *Royalty on production.* (i) To pay the lessor 12½ percent in amount or value of the production removed or sold from the leased lands in accordance with the Oil and Gas Operating Regulations in effect at the time of delivery.

(ii) To pay at the 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, after 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 possible, after notice and opportunity to be heard.

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

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

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

(f) *Statements for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a reasonable 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 developed and producing areas and improvements on the leased lands; and a [illegible] report [illegible] to stockholders, investments, depreciation and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal law, 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 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 the 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 or 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 of the U.S. Code relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

[illegible]

3 45

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-68810

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That G.S. Poole
4303 West Potrero Road, Newbury Park, California 91320
, 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.C. Altrogge	444 - 17th Street Denver, Colorado 80202	One-half of one percen of eight-eighths
John N. Galey	P.O. Box 3815 Thousand Oaks, California 91359	Four and one-half percent of eight-eight

RECORDED Oct 6 1980 11:20 AM
BOOK 6-C Misc PAGE 35
4th Farie Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

Being in all a total of an undivided 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:

Township 30 North, Range 105 West, 6th P.M.
Section 35: W½

Township 30 North, Range 106 West, 6th P.M.
Section 13: N½

Containing 640 acres, more or less.

WITNESS our hands this 21st day of March, 1980

Witnesses:

G.S. Poole
G.S. Poole

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

On the 21 day of March, 1980, before me personally appeared G.S. Poole the signor of the above instrument, who duly acknowledged to me that he executed the same.

OFFICIAL SEAL

P Lawlin
Notary Public

My commission expires: Nov 18 1983

Residing in Newbury Park

35

36

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of August 1980
by and between James M. Miller, a Single Man; Robert M. Miller, Jr. and Tara Miller, Husband an Wife; Kathleen Anne Miller, a Single Woman; and Priscilla M. Miller Kysar, as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, Minors, Box 68, Daniel, WY 83115 and Mild M. Miller, a Widow, Box 789, Big Piney, WY 83113 Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More ---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming , described as follows, to wit:

Township 34 North, Range 111 West
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4
Section 7: Lot 1 and NE/4 NW/4

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 625.70 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank at Big Piney, Wyoming 83113
or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Twenty-Five and 70/100 ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that [illegible] the land covered hereby and in all in the [illegible] the total acreage of all land in the unit.

[redacted] [redacted] [redacted]

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

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

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, 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.

See Attached Rider for Additional Lease Stipulations

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

X _____ (SEAL)
JAMES M. MILLER

X _____ (SEAL)
ROBERT M. MILLER, JR.

X _____ (SEAL)
TARA MILLER

_____ (SEAL)

X _____ (SEAL)
KATHLEEN, ANNE MILLER

X _____ (SEAL)
MILDRED M. MILLER

X _____ (SEAL)
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

Arizona, Colorado, Idaho, Montana
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } SS:

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

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

My Commission Expires _____

Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____
County Clerk — Register of Deeds.

By _____ Deputy

When Recorded

Return to _____

Colorado, Montana, Nebraska
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 19 ____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

Notary Public

RIDER

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

X James M. Miller
JAMES M. MILLER

X Robert M. Miller Jr.
ROBERT M. MILLER, JR.

X Tara Miller
TARA MILLER

X Kathleen Anne Miller
KATHLEEN ANNE MILLER

X Mildred M. Miller
MILDRED M. MILLER

X Priscilla M. Miller Kysar
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

181[illegible]

RECORDED Oct 7 1980 8:00 A. M.
IN BOOK 60 Oil
PAGE 36
FEES $10.25 Lou Yake COUNTY CLERK
SWEETWATER COUNTY, PINEDALE, WYO.
by Dorothy McGuire

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 11th day of Sept, 19 80, before me, a Notary Public in and for said County and State, person appeared JAMES M. MILLER and

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

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

Notary Public

My commission expires December 11, 1982

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 11th day of Sept, 19 80, before me, a Notary Public in and for said County and State, person appeared ROBERT M. MILLER, JR. and TARA MILLER

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

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

Notary Public

My commission expires December 11, 1982

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~TEXAS~~ California }
COUNTY OF Siskiyou } SS. All States (except Kentucky)

On this 21st day of August, 1980, before me, a Notary Public in and for said County and State, perso appeared KATHLEEN ANNE MILLER and

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.

Notary Public

DARYL L. MIND
NOTARY PUBLIC, CALIFO
SISKIYOU COUNTY
Com. Expires Dec. 25,

My commission expires 12/25/82

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE Lincoln } SS. All States (except Kentucky)

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, perso appeared ~~PRISCILLA M. MILLER KYSAR~~, GUARDIAN FOR PATRICIA MILDRED MILLER AND JEAN JULIA MATHEW DANIEL MILLER, MINORS and

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.

Notary Publi

My commission expires October 1, 1980

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this ____ day of ____, 19 80, before me, a Notary Public in and for said County and State, perso appeared MILDRED M. MILLER and

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.

Notary Public

My commission expires December 11, 1982

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, perso appeared ____ and

to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to m 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.

Notary Publi

My commission expires ____

40

James M. Miller, a single man; Robert M. Miller, Jr. and Tara Miller, Husband and Wife. Kathleen Anne Miller, a single woman; and Priscilla M. Miller Kysar, as guardian for Patricia Mildred Miller and Mathew Daniel Miller, Minors - Box 68, Daniel, WY 83115 and Mildred M. Miller, a widow, Box 789, Big Piney, WY 83113

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 5, 1980, from See Attachment, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ___, Page ___, of the ___ Records of ___ County, ___, is owned by Gulf Oil Corporation

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

Township 34 North, Range 111 West
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4
Section 7: Lot 1 and NE/4 NW/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we James M. Miller, Robert M. Miller, Jr. and Tara Miller, Kathleen Anne Miller, Priscil ~~M. Miller Kysar as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, and~~ Mildred M. Miller ,

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

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
James M. Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$187.71
Robert M. Miller, Jr. and Tara Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 31.29
Kathleen Anne Miller	P. O. Box 68 Daniel,Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 31.29
Priscilla M. Miller Kysar Guardian for Patricia Mildred Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 31.29
Priscilla M. Miller Kysar Guardian for Mathew Daniel Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 31.29
Mildred M. Miller	P. O. Box 789 Big Piney, Wyoming 83113	State Bank of Big Piney, Wyoming 83113	$312.85

Oct 7 1980 8:00 AM
40
6.60 Ont
6.25 Long Yate
SUBLETTE COUNTY CLERK
CLERK Mildred M. Miller

~~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 7th day of October, 1980.

X James M. Miller
JAMES M. MILLER

X Robert M. Miller, Jr.
ROBERT M. MILLER, JR.

X Tara Miller
TARA MILLER

X Kathleen Anne Miller (Seal)
KATHLEEN ANNE MILLER

X Mildred M. Miller (Seal)
MILDRED M. MILLER

X Priscilla M. Miller Kysar (Seal)
PRISCILLA M. MILLER KYSAR, as Guardian
For PATRICIA MILDRED MILLER and (Seal)
MATHEW DANIEL MILLER, Minors

[redacted] 57260 [redacted]

GULF T-1626

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING } SS. All States (except Kentucky)
COUNTY OF SUBLETTE }

On this 9 day of Sept, 19 80, before me, a Notary Public in and for said County and State, person
appeared JAMES M. MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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 March 16, 1982

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING } SS. All States (except Kentucky)
COUNTY OF SUBLETTE }

On this 9 day of Sept, 19 80, before me, a Notary Public in and for said County and State, person
appeared ROBERT M. MILLER, JR. and TARA MILLER
to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me
THEY executed the same as THEIR 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 March 16, 1982

GULF T-1626

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~TEXAS~~ California } SS. All States (except Kentucky)
COUNTY OF Siskiyou }

On this 31st day of August, 1980, before me, a Notary Public in and for said County and State, perso
appeared KATHLEEN ANNE MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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.

Notary Public
DARYL L. MINDE
NOTARY PUBLIC - CALIFO
SISKIYOU COUNTY
Com. Expires Dec. 25,

My commission expires Dec 25, 1982

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING } SS. All States (except Kentucky)
COUNTY OF SUBLETTE }

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, perso
appeared PRISCILLA M. MILLER KYSAR, GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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.

Notary Public

COUNTY OF LINCOLN

My commission expires October 1, 1982

GULF T-1626

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING } SS. All States (except Kentucky)
COUNTY OF SUBLETTE }

On this 9 day of Sept, 19 80, before me, a Notary Public in and for said County and State, perso
appeared MILDRED M. MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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.

Notary Public

My commission expires March 16, 1982

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ..... } SS. All States (except Kentucky)
COUNTY OF ..... }

On this ..... day of ....., 19....., before me, a Notary Public in and for said County and State, perso
appeared ..... and .....
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
..... 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.

Notary Publi

My commission expires .....

42

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of August, 19 80
by and between James M. Miller, a Single Man; Robert M. Miller, Jr. and Tara Miller, Husband and Wife; Kathleen Anne Miller, a Single Woman; and Priscilla M. Miller Kysar, as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, Minors, Box 68, Daniel, WY 83115 and Mildred M. Miller, a Widow, Box 789, Big Piney, Party of the first part, hereinafter called lessor (whether one or more) and Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 WY 83113 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More ---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 33 North, Range 111 West
Section 4: Lots 3 and 4, S/2 NW/4, SW/4 (W/2)

Township 34 North, Range 111 West
Sec. 28: S/2 NW/4, SW/4
Sec. 29: NW/4 NE/4, S/2 NE/4, W/2, SE/4
Sec. 30: SE/4 SE/4
Sec. 31: NE/4 NE/4
Sec. 32: N/2, N/2 SE/4; Sec. 33: W/2

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 1960.06 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Thousand Nine Hundred Sixty and 06/100 ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that [redacted] covered hereby and placed in the [redacted] acreage of all land in the unit

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

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

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, 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.

See Attached Rider For Additional Lease Stipulations

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

X _____ (SEAL)
JAMES M. MILLER

X _____ (SEAL)
ROBERT M. MILLER, JR.

X _____ (SEAL)
TARA MILLER

_____ (SEAL)

X _____ (SEAL)
KATHLEEN ANNE MILLER

X _____ (SEAL)
MILDRED M. MILLER

X _____ (SEAL)
PRISCILLA M. MILLER KYSAR, AS GUARDIAN
FOR PATRICIA MILDRED MILLER AND _____ (SEAL)
MATHEW DANIEL MILLER, MINORS

STATE OF _____ } SS:
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires _____

Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19___

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the_____ day of _____, 19___, at _____o'clock ___M., and duly recorded in Book _____, Page _____ of the records of this office.

_____
County Clerk — Register of Deeds.

By _____ Deputy

When Recorded

Return to _____

Colorado, Montana, Nebraska
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 19___, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

Notary Public

R I D E R

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

X _____
JAMES M. MILLER

X _____
ROBERT M. MILLER, JR.

X _____
TARA MILLER

X _____
KATHLEEN ANNE MILLER

X _____
MILDRED M. MILLER

X _____
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

194173

RECORDED Oct 7 19 80 8:00 A M
IN BOOK 60 Oil & Gas PAGE 42
FEES $ 10.75 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

[redacted] [redacted] [redacted]

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 9th day of September, 19 80, before me, a Notary Public in and for said County and State, person
appeared JAMES M. MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me t
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 March 16, 1982

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 9th day of September, 1980, before me, a Notary Public in and for said County and State, person
appeared ROBERT M. MILLER, JR. and TARA MILLER
to me known to be the identical person S described in and who executed the within and foregoing instrument and acknowledged to me t
THEY executed the same as THEIR 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 March 16, 1982

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF California
COUNTY OF Siskiyou } SS. All States (except Kentucky)

On this 6th day of August, 1980, before me, a Notary Public in and for said County and State, person
appeared KATHLEEN ANNE MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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.

Notary Public

My commission expires 12/12/82

DARYL L. MINDE
NOTARY PUBLIC-CALIFO
SISKIYOU COUNTY
Com. Expires Dec. 25, 19

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, person
appeared PRISCILLA M. MILLER KYSAR, GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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.

Notary Public

My commission expires October 1, 1980

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 11 day of September, 1980, before me, a Notary Public in and for said County and State, person
appeared MILDRED M. MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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.

Notary Public

My commission expires

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, person

My commission expires

R 57270 00

James M. [redacted]er, a single man; Robert M. [redacted]r, Jr. and Tara Miller, Hus[redacted]nd Wife. Kathleen Anne Miller, a single woman; and Priscilla M. Miller Kysar, as guardian for Patricia Mildred Miller and Mathew Daniel Miller, Minors - Box 68, Daniel, WY 83115 and Mildred M. Miller, a widow, Box 789, Big Piney, WY 83113

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 5, 1980, from See Attachment, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of ____ County, ____, is owned by Gulf Oil Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North, Range 111 West
Section 4: Lots 3 and 4, S/2 NW/4, SW/4 (W/2)
Township 34 North, Range 111 West
Section 28: S/2 NW/4, SW/4
Section 29: NW/4 NE/4, S/2 NE/4, W/2, SE/4
Section 30: SE/4 SE/4
Section 31: NE/4 NE/4
Section 32: N/2, N/2 SE/4
Section 33: W/2

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we James M. Miller, Robert M. Miller, Jr. and Tara Miller, Kathleen Anne Miller, Priscilla M. Miller Kysar as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, and Mildred M. Miller, and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Gulf Oil Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
James M. Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$588.02
Robert M. Miller, Jr. and Tara Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 98.01
Kathleen Anne Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 98.01
Priscilla M. Miller Kysar Guardian for Patricia Mildred Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 98.01
Priscilla M. Miller Kysar Guardian for Mathew Daniel Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 98.01
Mildred M. Miller	P. O. Box 789 Big Piney, Wyoming 83113	State Bank of Big Piney, Wyoming 83113	$980.03

Oct 7 1980 2:00 P.M.
RECORDED IN BOOK 60 Q & R
PAGE 46
FEE $6.25
COUNTY CLERK
COUNTY CLERK by Dorothy McClure

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 7th day of October, 1980.

X James M. Miller
JAMES M. MILLER

X Robert M. Miller, Jr.
ROBERT M. MILLER, JR.

X Tara Miller
TARA MILLER

X Kathleen Anne Miller (Seal)
KATHLEEN ANNE MILLER

X Mildred M. Miller (Seal)
MILDRED M. MILLER

X Priscilla M. Miller Kysar (Seal)
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED (Seal)
MILLER AND MATHEW DANIEL MILLER, MINORS (Seal)

$7.25 00

47

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF TETON SUBLETTE } SS.

All States (except Kentucky)

On this 4th day of September, 1980, before me, a Notary Public in and for said County and State, personally appeared JAMES M. MILLER and

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

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

My commission expires March 16, 1982

Notary Public

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

All States (except Kentucky)

On this 9th day of September, 1980, before me, a Notary Public in and for said County and State, personally appeared ROBERT M. MILLER, JR. and TARA MILLER

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

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

My commission expires March 16, 1982

Notary Public

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF California
COUNTY OF Siskiyou } SS.

All States (except Kentucky)

On this 21st day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared KATHLEEN ANNE MILLER and

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 12/25/82

Notary Public
DARYL L. MINDER
NOTARY PUBLIC CALIFORNIA
SISKIYOU COUNTY
Com. Expires Dec. 25, 19[illegible]

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE Lincoln } SS.

All States (except Kentucky)

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared PRISCILLA M. MILLER KYSAR, GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS and

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 October 1, 1982

Notary Public

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

All States (except Kentucky)

On this 27th day of September, 1980, before me, a Notary Public in and for said County and State, personally appeared MILDRED M. MILLER and

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 March 16, 1982

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

My commission expires

[redacted] [redacted] [redacted]

OIL AN[redacted].S LEASE

AGREEMENT, Made and entered into this 5th day of August 19 80

by and between James M. Miller, a Single Man; Robert M. Miller, Jr. and Tara Miller, Husband & Wife; Kathleen Anne Miller, a Single Woman; and Priscilla M. Miller Kysar, as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, Minors, Box 68, Daniel, WY 83115 and Mildred M. Miller, a Widow, Box 789, Big Piney, Party of the first part, hereinafter called lessor (whether one or more) and Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 WY 83113 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More ---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 36 North, Range 112 West
Sec. 11: E/2 E/2
Sec. 12: SW/4 NW/4, W/2 SW/4
Sec. 14: E/2 NE/4;

And all the parts and portions of the NW/4 NW/4, E/2 W/2 Sec. 12 and E/2 NW/4 of Sec. 13 in T36N-R112W, lying & being West of the Center Line of the State Highway No. 187 as surv & constructed on and across said sections.

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 561.90 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Five Hundred Sixty-One and 90/100 ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

[redacted]

48

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

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

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, 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.

See Attached Rider For Additional Lease Stipulations

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

X _____ (SEAL)
JAMES M. MILLER

X _____ (SEAL)
ROBERT M. MILLER, JR.

X _____ (SEAL)
TARA MILLER

_____ (SEAL)

X _____ (SEAL)
KATHLEEN ANNE MILLER

X _____ (SEAL)
MILDRED M. MILLER

X _____ (SEAL)
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

_____ (SEAL)

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Montana Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 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 acknolwedged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public

Oil, and Gas Lease

FROM

_____

_____

_____

TO

_____

_____

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____
County Clerk — Register of Deeds.

By _____ Deputy

When Recorded
Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

_____
Notary Public

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

RIDER

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede thecarrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

X [signature]
JAMES M. MILLER

X [signature]
ROBERT M. MILLER, JR.

X [signature]
TARA MILLER

X [signature]
KATHLEEN ANNE MILLER

X [signature]
MILDRED M. MILLER

X [signature]
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

181665

RECORDED Oct 7 1980 8:00A M
IN BOOK 60 O&G PAGE 48
FEES $10.25 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by [signature]

e 57271 00

50

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 7th day of Sept, 19 80, before me, a Notary Public in and for said County and State, personally appeared JAMES M. MILLER and

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

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

Notary Public

My commission expires March 16, 1982

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 9th day of Sept, 19 80, before me, a Notary Public in and for said County and State, personally appeared ROBERT M. MILLER, JR. and TARA MILLER

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

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

Notary Public

My commission expires March 16, 1982

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~[illegible]~~ California }
COUNTY OF Siskiyou } SS. All States (except Kentucky)

On this 21st day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared KATHLEEN ANNE MILLER and

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.

Notary Public

My commission expires 12/22/82

DARYL L. MINDER
NOTARY PUBLIC CALIFORNIA
SISKIYOU COUNTY
Com. Expires Dec. 26, 19[illegible]

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE Lincoln } SS. All States (except Kentucky)

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared PRISCILLA M. MILLER KYSAR, GUARDIAN ~~XX~~ FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS and MAE JEAN JULIAN

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.

Notary Public

My commission expires October 1, 1980

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 9th day of Sept, 19 80, before me, a Notary Public in and for said County and State, personally appeared MILDRED M. MILLER and

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.

Notary Public

My commission expires March 16, 1982

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

James M. [redacted]r, a single man; Robert M [redacted], Jr. and Tara Miller, Hu[redacted]and Wife. Kathlee[redacted] Miller, a single woman; a[redacted]illa M. Miller Kysar, as g[redacted]n for Patricia Mildred Miller and Mathew Daniel Miller, Minors - Box 68, Daniel, WY 83115 and Mildred M. Miller, a widow, Box 789, Big Piney, WY 83113

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 5, 1980, from See Attachment, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of ____ County, ____, is owned by Gulf Oil Corporation

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

Township 36 North, Range 112 West
Section 11: E/2 E/2
Section 12: SW/4 NW/4, W/2 SW/4
Section 14: E/2 NE/4
And all the parts and portions of the NW/4 NW/4, E/2 W/2 Section 12 and E/2 NW/4 of Section 13 in T36N-R112W, lying and being West of the Center Line of the State Highway No. 187 as surveyed and constructed on and across said sections.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we James M. Miller, Robert M. Miller, Jr. and Tara Miller, Kathleen Anne Miller, Priscilla M. Miller Kysar as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, and Mildred M. Miller, and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Gulf Oil Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
James M. Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$168.5[illegible]
Robert M. Miller, Jr. and Tara Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 28.10
Kathleen Anne Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 28.10
Priscilla M. Miller Kysar Guardian for Patricia Mildred Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 28.10
Priscilla M. Miller Kysar Guardian for Mathew Daniel Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 28.10
Mildred M. Miller	P. O. Box 789 Big Piney, Wyoming 83113	State Bank of Big Piney, Wyoming 83113	$280.95

Oct 7 1980 8:00A
60 Ord
6.25 Land Yoke
52
SUBLETTE 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 4th day of September, 19 80.

X [signature]
JAMES M. MILLER

X [signature]
ROBERT M. MILLER, JR.

X [signature]
TARA MILLER

X [signature] (Seal)
KATHLEEN ANNE MILLER

X [signature] (Seal)
MILDRED M. MILLER

X [signature] (Seal)
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS (Seal)

(Seal)

B 57271 00

BOOK P-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 4th day of Sept., 1980, before me, a Notary Public in and for said County and State, personally appeared JAMES M. MILLER and

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

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

My commission expires March 16, 1982

Notary Public

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 4th day of Sept., 1980, before me, a Notary Public in and for said County and State, personally appeared ROBERT M. MILLER, JR. and TARA MILLER

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

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

My commission expires March 16, 1982

Notary Public

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~TEXAS~~ California
COUNTY OF Siskiyou } SS. All States (except Kentucky)

On this 2nd day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared KATHLEEN ANNE MILLER and

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 12/25/82

Notary Public

DARYL L. MINDE
NOTARY PUBLIC / CALIFORNIA
SISKIYOU COUNTY
Com. Expires Dec. 25, 19

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE Lincoln } SS. All States (except Kentucky)

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared PRISCILLA M. MILLER KYSAR, GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS and

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 September 1, 1980

Notary Public

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

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 4th day of Sept., 1980, before me, a Notary Public in and for said County and State, personally appeared MILDRED M. MILLER and

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 March 16, 1982

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, perso

8 57271 00

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of August, 19 80

by and between James M. Miller, a Single Man; Robert M. Miller, Jr. and Tara Miller, Husband and Wife; Kathleen Anne Miller, a Single Woman; and Priscilla M. Miller Kysar, as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, Minors, Box 68, Daniel, WY 83115 and Mildred M. Miller, a Widow, Box 789, Big Piney, Party of the first part, hereinafter called lessor (whether one or more) and Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 WY 83113 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More ---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette

State of Wyoming, described as follows, to wit:

Township 34 North, Range 112 West
Sec. 1: Lot 1, SE/4 NE/4, E/2 SE/4

Township 35 North, Range 112 West
Sec. 25: E/2 SE/4

Township 35 North, Range 111 West
Sec. 30: Lots 3 and 4, E/2 SW/4, SW/4 SE/4
Sec. 31: Lots 1, 2, 3, 4, E/2 W/2, W/2 E/2, SE/4 NE/4, E/2 SE/4
Sec. 32: NE/4 NW/4, S/2 NW/4, N/2 SW/4, SW/4 SW/4

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 1262.52 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Thousand Two Hundred Sixty-Two and 52/100 ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that [illegible] interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

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, 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.

See Attached Rider For Additional Lease Stipulations

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

X _____ (SEAL)
JAMES M. MILLER

X _____ (SEAL)
ROBERT M. MILLER, JR.

X _____ (SEAL)
TARA MILLER

_____ (SEAL)

X _____ (SEAL)
KATHLEEN ANNE MILLER

X _____ (SEAL)
MILDRED M. MILLER

X _____ (SEAL)
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

_____ (SEAL)

STATE OF _____ } SS.
COUNTY OF _____ }

Arizona, Colorado, Idaho, Montana Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires _____

Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ } SS.
COUNTY OF _____ }

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

_____
County Clerk — Register of Deeds.

By _____
Deputy

When Recorded
Return to _____

_____

_____

STATE OF _____ } SS.
COUNTY OF _____ }

Colorado, Montana, Nebraska North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

Notary Public

[redacted] [redacted] [redacted]

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

X _____
JAMES M. MILLER

X _____
ROBERT M. MILLER, JR.

X _____
TARA MILLER

X _____
KATHLEEN ANNE MILLER

X _____
MILDRED M. MILLER

X _____
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

19 1505

RECORDED October 7 19 80 8:00 A M
IN BOOK 60 O & G PAGE 54
FEES $10.25 Lois Yost COU
SUBLETTE COUNTY, WYOMING

by Dorothy Mitchell

57272 00

57

GULF T-1526

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 15 day of Sept, 1980, before me, a Notary Public in and for said County and State, person appeared JAMES M. MILLER and

to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me 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.

My commission expires March 16, 1982

Notary Public

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 15 day of Sept, 1980, before me, a Notary Public in and for said County and State, perso appeared ROBERT M. MILLER, JR. and TARA MILLER

to me known to be the identical person S described in and who executed the within and foregoing instrument and acknowledged to me THEY executed the same as THEIR 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 March 16, 1982

Notary Public

GULF T-1526

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~TEXAS~~ California
COUNTY OF Siskiyou } SS. All States (except Kentucky)

On this 21st day of August, 1980, before me, a Notary Public in and for said County and State, perso appeared KATHLEEN ANNE MILLER and

to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me 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 12/28/82

Notary Public

DARYL L. MINE
NOTARY PUBLIC - CALIF
SISKIYOU COUNT
Com. Expires Dec. 25

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 3rd day of August, 1980, before me, a Notary Public in and for said County and State, pers appeared PRISCILLA M. MILLER KYSAR, GUARDIAN ~~XX~~ FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me 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 October 1, 1980

Notary Public

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

GULF T-1526

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 1st day of September, 1980, before me, a Notary Public in and for said County and State, perso appeared MILDRED M. MILLER and

to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me 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 March 16, 1982

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, pers appeared and

to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me 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 Publi

Kathleen [redacted] Miller, a single woman; and [redacted]cilla M. Miller Kysar, as g[redacted]n for Patricia Mildred Miller and Mathew Daniel Miller, Minors - Box 68, Daniel, WY 83115 and Mildred M. Miller, a widow, Box 789, Big Piney, WY 83113

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 5, 1980, from See Attachment, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of ____ County, ____, is owned by Gulf Oil Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 112 West
Section 1: Lot 1, SE/4 NE/4, E/2 SE/4
Township 35 North, Range 111 West
Section 30: Lots 3 and 4, E/2 SW/4, SW/4 SE/4
Section 31: Lots 1, 2, 3, 4, E/2 W/2, W/2 E/2, SE/4 NE/4, E/2 SE/4
Section 32: NE/4 NW/4, S/2 NW/4, N/2 SW/4, SW/4 SW/4
Township 35 North, Range 112 West
Section 25: E/2 SE/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we James M. Miller, Robert M. Miller, Jr. and Tara Miller, Kathleen Anne Miller, Priscil: M. Miller Kysar as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, and Mildred M. Miller and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Gulf Oil Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
James M. Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$378.76
Robert M. Miller, Jr. and Tara Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 63.13
Kathleen Anne Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 63.13
Priscilla M. Miller Kysar Guardian for Patricia Mildred Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming, 83113	$ 63.13
Priscilla M. Miller Kysar Guardian for Mathew Daniel Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$ 63.13
Mildred M. Miller	P. O. Box 789 Big Piney, Wyoming 83113	State Bank of Big Piney, Wyoming 83113	$631.26

Oct 7 1980 $1.00
60 Days
58
6 25 Rentals by Dorothy M. Lucas

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 7th day of September, 1980.

X _____
JAMES M. MILLER

X _____
ROBERT M. MILLER, JR.

X _____
TARA MILLER

X _____ (Seal)
KATHLEEN ANNE MILLER

X _____ (Seal)
MILDRED M. MILLER

X _____ (Seal)
PRISCILLA M. MILLER KYSAR, AS Guardian For PATRICIA MILDRED MILLER and MATHEW DANIEL MILLER, Minors

_____ (Seal)

$ 7272 00

58

GULF T-1626

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS.

Be it known to be the identical person ..... described in and who executed the within and foregoing instrument and acknowledged to me ..... 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.

My commission expires ..... Notary Public

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 11th day of August, 1980, before me, a Notary Public in and for said County and State, perso
appeared ROBERT M. MILLER, JR. and TARA MILLER
to me known to be the identical person S described in and who executed the within and foregoing instrument and acknowledged to me
THEY executed the same as THEIR 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 1/2nd 12, 1982 Notary Public

GULF T-1626

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~TEXAS~~ California }
COUNTY OF Riverside } SS. All States (except Kentucky)

On this 11th day of August, 1980, before me, a Notary Public in and for said County and State, perso
appeared KATHLEEN ANNE MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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 12/2/82 Notary Public

DARYL L. MINDE
NOTARY PUBLIC-CALIFO
SISKIYOU COUNTY
Com. Expires Dec 25,

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF ~~SUBLETTE~~ Fremont } SS. All States (except Kentucky)

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, perso
appeared PRISCILLA M. MILLER KYSAR, GUARDIAN XX FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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 Dec 1, 1980 Notary Publi

GULF T-1626

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this ..... day of ....., 1980, before me, a Notary Public in and for said County and State, perso
appeared MILDRED M. MILLER and
to me known to be the identical person..... described in and who executed the within and foregoing instrument and acknowledged to me
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 ..... 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, perso
appeared ..... and .....
to me known to be the identical person..... described in and who executed the within and foregoing instrument and acknowledged to me
..... 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 Publi

57272 00

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of August 1980
by and between James M. Miller, a Single Man; Robert M. Miller, Jr. and Tara Miller, Husband & Wife; Kathleen Anne Miller, a Single Woman; and Priscilla M. Miller Kysar, as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, Minors, Box 68, Daniel, WY 83115 and Mildred M. Miller, a Widow, Box 789, Big Piney, WY 83113 Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More ---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 35 North, Range 112 West

Section 3: Lots 1, 2, 3, 4, S/2 N/2, S/2 (All)
Section 7: NE/4 NE/4
Section 8: N/2 NW/4, SW/4 NW/4
Section 10: N/2 NE/4, SE/4 NE/4, NE/4 NW/4
Sec. 11: S/2 N/2, NE/4 SW/4, N/2 SE/4
Sec. 13: SW/4 SW/4
Sec. 14: SW/4 NE/4, E/2 NW/4, SW/4 NW/4
Sec. 15: S/2 N/2, S/2
Sec. 22: N/2 N/2
Sec. 23: NW/4 NE/4, N/2 NW/4

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 2519.80 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank at Big Piney, Wyoming 83113
or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two Thousand Five Hundred Nineteen and 80/100 ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that [illegible] interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

60

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal Courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee 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 the lessor, or by placing a release of record in the proper county.

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 the 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, 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 or successors, and those of the lessee, though unsigned by other lessors named herein.

See Attached Rider for Additional Lease Stipulations

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

X JAMES M. MILLER (SEAL)

X ROBERT M. MILLER, JR. (SEAL)

X TARA MILLER (SEAL)

(SEAL)

X KATHLEEN ANNE MILLER (SEAL)

X MILDRED M. MILLER (SEAL)

X PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS (SEAL)

STATE OF ____ } SS.
COUNTY OF ____ }

Arizona, Colorado, Idaho, Montana Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires ____

Notary Public

Oil and Gas Lease

FROM

TO

Dated ____, 19____

Lot ____ Block ____ Addition ____

Section ____ Township ____ Range ____

____ County ____

No. of acres ____ Term ____

STATE OF ____ }
COUNTY OF ____ } SS.

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

By ____ County Clerk — Register of Deeds.

When Recorded Return to ____

Deputy

STATE OF ____ }
COUNTY OF ____ } SS.

Colorado, Montana, Nebraska North Dakota, South Dakota ACKNOWLEDGMENT — CORPORATION

On this ____ day of ____, 19____, before me, a Notary Public in and for said County and State, personally appeared ____, to me known to be ____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires ____

Notary Public

[redacted] [redacted] [redacted]

R I D E R

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

X _____
JAMES M. MILLER

X _____
ROBERT M. MILLER, JR.

X _____
TARA MILLER

X _____
KATHLEEN ANNE MILLER

X _____
MILDRED M. MILLER

X _____
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS

19[illegible]

[illegible] October 7 ... 80 8:00 A.
... 60 days
... 11:30 Larry Yoke
... 60

by Dorothy Mathis

57273 00

62

GULF T-1856

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 1st day of September, 19 80, before me, a Notary Public in and for said County and State, perso
appeared JAMES M. MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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.

My commission expires [illegible] Notary Public

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 17 day of September, 19 80, before me, a Notary Public in and for said County and State, perso
appeared ROBERT M. MILLER, JR. and TARA MILLER
to me known to be the identical person S described in and who executed the within and foregoing instrument and acknowledged to me
THEY executed the same as THEIR 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 [illegible] Notary Pub

GULF T-1856

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~TEXAS~~ California
COUNTY OF [illegible] } SS. All States (except Kentucky)

On this 16th day of September, 1980, before me, a Notary Public in and for said County and State, per
appeared KATHLEEN ANNE MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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 [illegible] Notary Publ
DARYL L. MIN
NOTARY PUBLIC CAL
SISKIYOU COU
Com. Expires Dec. 2

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 17 day of September, 1980, before me, a Notary Public in and for said County and State, pe
appeared PRISCILLA M. MILLER KYSAR, GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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 October 1, 1980 Notary Pub

GULF T-1856

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 17 day of September, 1980, before me, a Notary Public in and for said County and State, per
appeared MILDRED M. MILLER and
to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me
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 [illegible] Notary Publ

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, per

8 57273 00

James [redacted], a single man; Robert [redacted]
Kathlee[redacted] iller, a single woman; a[redacted] illa M. Miller Kysar, as [redacted]n for
Patric[redacted]d Miller and Mathew Dani[redacted], Minors - Box 68, Daniel, WY 83115 and
Mildred M. Miller, a widow, Box 789, Big Piney, WY 83113

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 5, 1980, from See Attachment, as Lessors, to Gulf Oil Corporation, as Lessee, recorded in Book ___, Page ___, of the ___ Records of ___ County, ___, is owned by Gulf Oil Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 112 West

Section 3: Lots 1, 2, 3, 4, S/2 N/2, S/2 (All)
Section 7: NE/4 NE/4
Section 8: N/2 NW/4, SW/4 NW/4
Section 10: N/2 NE/4, SE/4 NE/4, NE/4 NW/4
Section 11: S/2 N/2, NE/4 SW/4, N/2 SE/4
Section 13: SW/4 SW/4
Section 14: SW/4 NE/4, E/2 NW/4, SW/4 NW/4, S/2
Section 15: S/2 N/2, S/2
Section 22: N/2 N/2
Section 23: NW/4 NE/4, N/2 NW/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we James M. Miller, Robert M. Miller, Jr. and Tara Miller, Kathleen Anne Miller, Priscilla M. Miller Kysar as Guardian for Patricia Mildred Miller and Mathew Daniel Miller, and Mildred M. Miller and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto ___ subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
James M. Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$755.94
Robert M. Miller, Jr. and Tara Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$125.99
Kathleen Anne Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$125.99
Priscilla M. Miller Kysar Guardian for Patricia Mildred Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$125.99
Priscilla M. Miller Kysar Guardian for Mathew Daniel Miller	P. O. Box 68 Daniel, Wyoming 83115	State Bank of Big Piney, Wyoming 83113	$125.99
Mildred M. Miller	P. O. Box 789 Big Piney, Wyoming 83113	State Bank of Big Piney, Wyoming 83113	$1,259.90

181670 Oct 7 1980 8:00 A
60 Oct
72 Fee
by Donna W Deleure

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 9th day of September, 1980

X [signature]
JAMES M. MILLER

X Robert M Miller Jr
ROBERT M. MILLER, JR.

X [signature]
TARA MILLER

X [signature] (Seal)
KATHLEEN ANNE MILLER

X [signature] (Seal)
MILDRED M. MILLER

X [signature] (Seal)
PRISCILLA M. MILLER KYSAR, AS GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS (Seal)

(Seal)

64 52278 00

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 10 day of Sept, 19 80, before me, a Notary Public in and for said County and State, personally appeared JAMES M. MILLER and

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

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

Notary Public

My commission expires March 16, 1982

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this day of Sept, 19 80, before me, a Notary Public in and for said County and State, personally appeared ROBERT M. MILLER, JR. and TARA MILLER

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

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

Notary Public

My commission expires March 16, 1982

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF ~~IOWA~~ California
COUNTY OF Siskiyou } SS. All States (except Kentucky)

On this 2nd day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared KATHLEEN ANNE MILLER and

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.

Notary Public

My commission expires 12/20/82

DARYL L. MINDE
NOTARY PUBLIC-CALIFO
SISKIYOU COUNTY
Com. Expires Dec. 25

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 27 day of August, 1980, before me, a Notary Public in and for said County and State, personally appeared PRISCILLA M. MILLER KYSAR, GUARDIAN FOR PATRICIA MILDRED MILLER AND MATHEW DANIEL MILLER, MINORS and

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.

Notary Public

My commission expires December 1, 1982

GULF T-1826

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS. All States (except Kentucky)

On this 5th day of Sept, 19 80, before me, a Notary Public in and for said County and State, personally appeared MILDRED M. MILLER and

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.

Notary Public

My commission expires March 16, 1982

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

[redacted] ASSIGNMENT OF OVERRI[redacted]VALTY INTEREST IN U.S. OIL [redacted] EASE [redacted]

This Overriding Royalty Assignment, made this 27th day of May, 1980, by and between Allan R. Hallock whose address is 10961 W. 68th Pl., Arvada, CO. 80004, hereinafter called Assignor; and A. R. Hallock & Co., a partnership whose address is 10961 W. 68th Pl., Arvada, CO. 80004 hereinafter called Assignee;

Witnesseth:

Whereas, Assignor is the owner by assignment of an interest in an Oil and Gas Lease granted to Allan R. Hallock by the United States of America, dated July 1, 1974, bearing Serial No. W-45881 of the U. S. Land & Survey Office, ~~at~~, which Lease, insofar as covered by this Assignment, contains the following described lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming, towit:

Township 30 North, Range 115 West, 6th P.M.
Section 4: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$

Township 31 North, Range 115 West, 6th P.M.
Section 33: All

containing 1287.76 acres more or less.

Returned & ... 80 Stock
60 days ... 66
4th Nat'l Bank of Yakima
by Dorothy McClure

181680

NOW, Therefore, in consideration of the premises and the sum of Ten Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Assignor, hereby sells, conveys, transfers, assigns, and sets over unto Assignee, its / ~~heirs~~ successors and assigns, without warranty of title either express or implied, an overriding royalty interest of all of Assignor's interest in and to

~~xx~~ 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, except severance, production and ad valorem taxes.

This Overriding Royalty Assignment shall be subject to:
(a) Any reassignment provision contained in prior assignments of said Oil and Gas Lease.
(b) _____

It is agreed that the obligation to pay any overriding royalties out of production of oil created hereby which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of Seventeen and One-half Percent (17-1/2%), shall be suspended and ineffective when the average production of oil per well averaged on the monthly basis is Fifteen (15) barrels or less.

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

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

Allan R. Hallock
Assignor

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of May, 1980 by Allan R. Hallock.

WITNESS my hand and official seal.

My commission expires: My Commission expires Jan. 25, 1984

Lisa J. Wordsdog
Notary Public

66

[redacted] ASSIGNMENT OF O[redacted]ND ROYALTY [redacted]

KNOW ALL BY THESE PRESENTS:

That the undersigned, MINONA OIL COMPANY, a corporation, 1700 Broadway, Denver, Colorado 80290, and JAMES L. WALKER, an individual, 555 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 considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign and set over unto ROBERT A. BARTOW, 526 Midland Savings Building, Denver, Colorado 80202, hereinafter called Assignee, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one and one-fourth per cent (1 1/4%) of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the land covered by the oil and gas leases, and any extension or renewal thereof or any new leases taken in lieu thereof, described in Exhibit "A" attached hereto and by this reference made a part hereof. If any of said leases cover less than the entire and undivided fee simple mineral estate, then the overriding royalty herein assigned shall be reduced proportionately as to that lease or leases.

TO HAVE AND TO HOLD the interest herein assigned and transferred unto Assignee his heirs, devisees, personal representatives, successors and assigns forever.

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 19th day of September, 1980.

MINONA OIL COMPANY

By James O Breene
President

Attest: Judy A DeMara
Secretary

James L Walker
James L. Walker

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of September, 1980, by James O. Breene, Jr. as President of Minona Oil Company, a corporation.

Witness my hand and notarial seal.

My commission expires Feb. 11, 1982

Patricia L Livingston
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of September, 1980, by James L. Walker.

Witness my hand and notarial seal.

My commission expires Nov. 7, 1983

Judy DeMara
Notary Public

19163

RECORDED October 8 1980 8:00 A M
IN BOOK 60 O & G PAGE 67
FEES 15.00 Lois J Yake COUNTY CLERK
BY PINEDALE, WYOMING

67

EXHIBIT "A"

Lease Schedule

State of Wyoming, County of Sublette

Attached to and made a part of that certain assignment of overriding royalty dated September 19, 1980, from Minona Oil Company and James L. Walker to Robert A. Stuyock.

Lessor	Lessee	Date	Acres	Recorded Book	Page
E. D. Alexander and Dorothy Alexander	Jas. O. Breene, Jr.	9-23-79	320.00	56 083	671
Fred H. Shriver and Erma D. Shriver	Jas. O. Breene, Jr.	9-13-79	660.743	57 083	687
James H. Shriver and Erma Shriver	Jas. O. Breene, Jr.	9-25-79	360.00	56 083	575
Leo J. Jensen and Eva E. Jensen; John W. Jensen and Mary Kay Jensen	Jas. O. Breene, Jr.	4-5-79	1,060.68	57 083	500
Brandt J. Jensen and Josephine B. Jensen	Jas. O. Breene, Jr.	10-9-79	200.00	58 083	334
Brandt J. Jensen and Josephine B. Jensen	Jas. O. Breene, Jr.	10-15-79	1,674.85	58 083	397
Floyd E. Bowman and Margaret J. Bowman	Jas. O. Breene, Jr.	11-30-79	160.00	58 083	524
Bowman Livestock, Inc.	Jas. O. Breene, Jr.	11-30-79	1,714.01	58 083	659
E. D. Alexander and Dorothy H. Alexander	Jas. O. Breene, Jr.	1-3-79	230.00	57 083	212
Ray C. Berger and Anne E. Berger	Jas. O. Breene, Jr.	10-15-73	530.00	57 083	158

NORTHWEST PIPELINE CORPORATION

TO: CHANDLER & ASSOCIATES, INC.
1401 Denver Club Building
Denver, Colorado

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and CHANDLER EXPLORATION 901, LTD., ARAPAHO ENERGY, INC., ~~GETTY RESERVE, INC.~~, and ROYCE R. BAKER, as Seller, made and entered into a certain Gas Purchase Contract dated August 7, 1980, (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.

181698

RECORDED October 9 1980 12:30 PM
IN BOOK 60 Misc PAGE 67
FEES $15.00 Carol Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Jill Thune

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

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of August 1980.

NORTHWEST PIPELINE CORPORATION

ATTEST:

_____ By _____
Assist Secretary Vice President

ATTEST:

_____ CHANDLER EXPLORATION 901, LTD.

By _____
Collis P. Chandler, Jr., Pres. of
Chandler & Associates, Inc.,
General Partner

_____ By _____

ATTEST:

ARAPAHO ENERGY, INC.

_____ By _____

ATTEST:

RESERVE OIL, INC.

_____ By _____

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 7th day of August 1980.

NORTHWEST PIPELINE CORPORATION

ATTEST:

_____

By _____

ATTEST:

_____

CHANDLER EXPLORATION 901, LTD.

By _____
Collis P. Chandler, Jr., Pres. of
Chandler & Associates, Inc.,
General Partner

_____

By _____

ATTEST:

_____

ARAPAHO ENERGY, INC.

By _____

ATTEST:

_____

RESERVE OIL, INC.

By _____

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 7th day of August 1980.

NORTHWEST PIPELINE CORPORATION

ATTEST:

_____ By _____

ATTEST:

CHANDLER EXPLORATION 901, LTD.

_____ By _____

Collis P. Chandler, Jr., Pres. of
Chandler & Associates, Inc.,
General Partner

_____ By _____

ATTEST:

ARAPAHO ENERGY, INC.

_____ By _____

~~ATTEST:~~ WITNESS

~~RESERVE OIL, INC.~~ ROYCE R BAKER

_____ By _____

WITNESS:

ROYCE R. BAKER

_____

STATE OF Colorado

COUNTY OF Arapahoe

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. P. Collins, 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 Arapaho Energy, 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 21st day of January, 1980

B Jean Becerra
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 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 21st day of January, 1980.

Judy Burrar
Notary Public
Residing at Denver, Colorado

My Commission Expires 2/7/82

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 L. 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 18th day of January, 1980.

Audrey H. White
Notary Public
Residing at Aurora, Colo.

My Commission Expires 2-25-80

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 T. J. Becraft _____, 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 7th day of August, 1980.

Ursula C. Bakewood
Notary Public
Residing at Holladay, Utah

My Commission Expires 7/27/82

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personnally appeared F. J. Beecroft, 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 7th day of August, 1980.

Notary Public
Residing at Holladay, Utah

My Commission Expires 7/22/82

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personnally 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 _____, 198__.

Notary Public
Residing at

My Commission Expires _____

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

CHANDLER & ASSOCIATES, INC., ET AL.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
Township 28 North - Range 114 West					
Section 5:	W/2 SE/4	80	26.35%	21.08	
Section 15:	SE/4 NW/4	40	21.3125%	8.525	
Section 21:	SE/4	160	38.75%	62	
	S/2 NE/4	80	15.5%	12.4	
Section 22:	NE/4 NW/4 & S/2 NW/4 & SW/4	280	21.3125%	59.675	

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. J. ROBBINS TRUSTEE, 208 Petroleum Building, Casper, Wyoming 82601, all of his 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, issued October 1, 1977, from the United States of America, as Lessor, to Fred Goodstein, as Lessee, bearing Serial Number W-57811, insofar as said lease covers the following lands in Sublette County, Wyoming:

Township 27 North, Range 110 West, 6th P.M.

Section 24: N/2; E/2SW/4
Section 25: E/2NW/4

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and 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 9th day of October, 1980.

R. J. Robbins

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of October, 1980, by R. J. Robbins.

Witness my hand and official seal.

Sandra J. Nations
Notary Public

My commission expires: 5-20-84

Sandra J. Nations - Notary Public
County of Natrona State of Wyoming
My Commission Expires May 20, 1984

181721.

FILED Oct 14 1980 10:00 AM
BOOK 60 Oil PAGE 77
FEES $4.00 Lois Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

77

78

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 8th day of October, 19 80,

by and between MARGARET H. WYGOCKI

herein referred to as assignor, (whether one or more) and D. L. HANNIFIN

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

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to 2 1/2 % of 8/8ths of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

TOWNSHIP 28 North, RANGE 108 West, 6th Prin Mer

Section 29: All
33: All
34: All
35: All

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Margaret H. Wygocki, as lessee, bearing No. W-60115 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

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

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

Margaret H. Wygocki
Margaret H. Wygocki

STATE OF NEW MEXICO }
County of Chaves } ss.

On this 8th day of October, 19 80, before me personally appeared MARGARET H. WYGOCKI

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

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

My commission expires January 11, 1983

OFFICIAL SEAL
Signature Martha Ann Hodges
MARTHA ANN HODGES
NOTARY PUBLIC - NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires Jan. 11 1983

Notary Public

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 14th day of October A. D., 1980 at 10:00 o'clock; A m., and duly recorded in Book 60 Page 78 of the Oil & Gas records of said County.

Lou J Yake
County Clerk
By Dorothy M Lewis, Deputy
Rec. No. 181782 Fees, $ 4.00

Return to

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

- -

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Belco Petroleum Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated July 1, 1980, (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.

181783

RECORDED October 14, 1980 10:00 A.M.
IN BOOK 60 Rec'ds
FEES $42.75 Larry Yahn
BY: COUNTY CLERK
WYOMING

by Dorothy M. Thune

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 , 19 .

(SEAL)

Attest:

Assistant Secretary

NORTHWEST PIPELINE CORPORATION

By
Vice President

Approved as to
This Date
By
Dist

By

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
Wyoming 044789	T28N, R109W Sec. 26: NE/4	160	50%
Joe L. Budd, et al	T31N, R113W Sec. 27: NE/4 SE/4, SE/4 NE/4 Sec. 35: NE/4 SW/4, NW/4	280	48%
Wyoming 031454	T26N, R113W Sec. 9: E/2	320	100%
	T27N, R114W Sec. 1:Lots 1,2,3,4 S/2 N/2	320	50%
W-23002	T30N, R118W Sec. 8: E/2 SW/4, SW/4 SW/4	120	100% to base of Mesaverde Formation

(All acreage in Lincoln and Sublette Counties, Wyoming)

GREEN RIVER BEND UNIT

0-11134	T26N, R113W Sec. 12: All	657.64	100%
0-11136	T26N, R113W Sec. 24: N/2N/2 (Lot 38) NW/4SW/4 (Lot 40)	203.74	100%
0-11137	T26N, R113W Sec. 24: S/2N/2	163.05	100%
0-11135	T26N, R113W Sec. 13: All	665.84	100%
0-11141	T27N, R113W Sec. 36: All	640.00	40%
W-024793	T26N, R113W Sec. 14: SE/4NW/4, SW/4 Sec. 22: E/2NE/4, SW/4NE/4, SE/4NW/4 Sec. 23: N/2NW/4, Lots 1, 2, 3, 4 Sec. 26: Lots 1, 2, 3, 4	598.78	100%

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
Wyoming 059585	T27N, R112W Sec. 9: Lots 2,3	17.00	100%
Wyoming 053452	T27N, R112W Sec. 5: Lots 1,2, S1/2 NE1/4 T28N, R112W Sec. 33: SW1/4	220.00	100%
Walter C. & Miranda Yose	T27N, R112W Sec. 3: Lots 2,3,4,5, excepting fractional parts of lots 3 and 4 described as follows: commencing at a point on the east line of said lot 3, 325 feet south of the northeast corner of said lot 3, under what is known as the Old Partition Fence, thence along said fence 89 degrees west to the West line of said lot 4, thence south to the southwest corner of said lot 4, then east to the southeast corner of said lot 3, thence north to the place of beginning. Also excepting a fractional part of lot 5, described as follows: commencing at a point of 1635 feet south of the quarter section corner on the north line of said section and running thence east along the McGinnis Mickelson partition fence to the Green River, thence in a southeasterly direction along Green River to the east and west quarter section line in said section 3, thence westerly along said east and west quarter section line to the center of said Section 3, thence north to the place of beginning. T28N, R112W Sec. 26: S1/2 SW1/4 Sec. 35: Lots 4,8, W1/2 NW1/4, NW1/4 SE1/4 Sec. 34: W1/2 W1/2, NE1/4 NW1/4, E1/2 SW1/4 W1/2 SE1/4, SE1/4 NE1/4, NE1/4 SE1/4 and Lot 1 (SE1/4 SE1/4).	823.00	100%
Wyoming 035077	T28N, R112W Sec. 32: E1/2 W1/2, SW1/4 SW1/4, E1/2	520.00	100%
Wyoming 05749	T27N, R112W Sec. 10: Lot 1, NE1/4 NE1/4, S1/2 NE1/4 Sec. 11: N1/2 Sec. 12: S1/2 N1/2, SE1/4 Sec. 13: E1/2	1,104.26	100%

P2

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
W-025410	T27N, R112W Sec. 30: Lots 1,2,5,6, E/2W/2 T26N, R113W Sec. 2: Lot 1	293.24	40% 100%
E-025440	T27N, R112W Sec. 18: E/2 Sec. 7: E/2	640.00	40%
W-05751	T27N, R112W Sec. 7: Lots 1,2,3,4, E/2W/2 Sec. 18: Lots 1,2,3,4, E/2W/2	553.65	40%
W-025407	T27N, R112W Sec. 30: Lots 3,4,7,8, NE/4NE/4, W/2E/2	302.50	40%
W-02275	T26N, R113W Sec. 22: NE/4SW/4, SE/4	200.00	100%
W-020123	T27N, R112W Sec. 6: All Sec. 8: W/2 Sec. 17: W/2NW/4, SE/4NW, SW/4 Sec. 20: NW/4, N/2SW/4, SW/4SW/4, Lot 6	1520.60	40%
W-039910	T27N, R112W Sec. 5: NE/4SE/4	40.0	40%
W-052067	T26N, R112W Sec. 17: All of the bed of the Green River lying in Sec. 17 of said Township, between the mean high water marks thereof, excepting that portion of said riverbed which lies riparian to privately owned lands patented without reservation of Oil and Gas to the USA.	10.37	100%

53

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
W-039913	T28N, R112W Sec. 33: N/2, SE/4	480.00	40%
W-020123-A	T27N, R112W Sec. 4: SW/4SW/4 Sec. 5: Lot 4, S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Sec. 8: W/2NE/4, SE/4 Sec. 9: SW/4SW/4 Sec. 17: SE/4, SW/4NE/4 Sec. 20: W/2NE/4	998.78	40%
W-036054	T27N, R113W Sec. 27: NW/4NE/4	40.00	100%
E-07798-E	T26N, R113W Sec. 2: Lot 4 Sec. 10: SE/4 Sec. 11: Lots 1,2,3,4, W/2NE/4, N/2NW/4, SE/4NW/4, SW/4, W/2SE/4 Sec. 14: Lots 1,2, W/2NE/4, N2NW/4 SW/4NW/4, W/2SE/4 Sec. 15: N/2N/2	1270.64	100%
W-059584	T27N, R112W Sec. 30: That portion of the bed of the Green River that is riparian to Lots, 3,4, 7,8	17.50	40%
W-025410-A	T27N, R112W Sec. 31: Lots, 3,4,9,10, E/2W/2, SW/4NE/4, W/2SE/4	373.91	40%
W-025407-A	T27N, R112W Sec. 31: Lots, 1,2,5,6,7,8,11, 12, NW/4NE/4	153.52	40%
W-05751-A	T27N, R112W Sec. 19: Lots, 1,2,3,4, E/2W/2	263.89	40%

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
E-025440-A	T27N, R112W Sec. 19: E/2	320.00	40%
W-059584-A	T27N, R112W Sec. 31: That portion of the bed of the Green River that is riparian to Lots, 1,2, 5,6,7,8,11,12	46.48	40%
Bessie H. Salmon George D. Eubank et ux	T26N, R112W Sec. 19: SE/4SW/4, S/2SE/4) Sec. 20: S/2S/2 T26N, R112W Sec. 19: SE/4SW/4, S/2SE/4) Sec. 20: S/2S/2	280.00	100%
W-050961	T26N, R112W Sec. 6: Lands covering all of the bed of the Green River riparian to Lot 6 between the mean high water marks thereof excepting that portion of said river bed which lies riparian to Lot 7 of Sec. 6. Said lands being only that portion of the bed of the Green River appurtenant to Lot 6, T26N, R112W.	2.15	100%
W-049959	T26N, R112W Sec. 6: That portion of the bed of Green River riparian to Lot 7.	4.53	100%

F3-1

BLOCK A

Fee-Beneficial Oil Co.	T27N, R112W Sec. 20: Lots 1,2,5, NE/1/4NE1/4, NW1/4 SE1/4 Sec. 21: Lots 2,3,4,5,6, NW1/4 NW1/4	316.18	50%
Evanston 021741	T26N, R113W Sec. 4: SE1/4, NW1/4 SW1/4, Lots 1-12 inclusive T27N, R113W Sec. 28: SE1/4 SW1/4, SW1/4 SE1/4 Sec. 29: SE1/4 NE1/4 Sec. 32: W1/2SE1/4, N1/2 NE1/4, SW1/4 NE1/4 Sec. 33: NW1/4 NE1/4, S1/2 NE1/4, SE1/4, NW1/4	1,433.84	100%
Evanston 021743	T27N, R113W Sec. 33: N1/2 SW1/4	80.00	100%
John E. & Mary E. Marx	T26N, R112W Sec. 6: E1/2 SW1/4, Lot 10 Sec. 7: Lot 1, NE1/4 NW1/4	158.90	100%
Augusta B. Marx)) Cyril & Doris) Housley)	T26N, R112W Sec. 7: Lots 2,4, SE1/4 NW1/4, NE1/4 SW1/4, NW1/4 SE1/4	159.60	100%

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
State Highway Commission, Wyoming	T26N, R112W Sec. 6: A portion of State Highway 189	108.14	100%
Guy & Dorothy L.	T26N, R112W Sec. 6: A portion of SE1/4	5.007	100%
Wyoming 047799	T26N, R113W Sec. 26: Lot 5	4.87	100%
A. L. Mahaffey	T26N, R112W Sec. 6: A portion of SW1/4 SE1/4	2.00	100%
Patrick J. Quealy) Joseph A. & Bessie) B. Minton)	T27N, R113W Sec. 28: SW1/4 NE1/4, S1/2 NW1/4	20.97 120.00	50% Deep Rights
Bank of Paullina) Joseph A. & Bessie) B. Minton)	T27N, R113W Sec. 28: NW1/4 SE1/4, N1/2 SW1/4, SW1/4 SW1/4	160.00	Deep Rights
Wyoming 066369	T26N, R113W Sec. 15: SW1/2	320.00	100%
Wyoming 066370	T26N, R113W Sec. 22: NW1/4 NE1/4, N1/2 NW1/4, SW1/4 NW1/4 NW1/4 SW1/4	200.00	100%
George E. & Marie C. Yeaman	T26N, R112W Sec. 7: W1/2NE1/4, NE1/4 NE1/4, Lot 3	160.08	100%
	BLOCK B		
Fee - Beneficial Oil Co.	T27N, R112W Lot 17: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4	160.00	50%

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
William J. & Mamie) McGinnis) Bank of Paullina) Newt Sims)	T26N, R112W Sec. 7: E1/2 SE1/4, SW1/4 SE1/4, SE1/4 SW1/4 Sec. 17: Lots 2,3,4, W1/2, SE1/4 Sec. 18: E1/2, E1/2 W1/2, Lot 4 Sec. 19: Lot 1,2,3, E1/2 NW1/4, NE1/4 SW1/4, NE1/4, N1/2 SE1/4 Sec. 20: N1/2, N1/2 S1/2 Sec. 21: W1/2 NW1/4, NW1/4 SW1/4	2,243.93	100%
Newt Sims	T26N, R112W Sec. 21: Lots 2,3,6	75.83	100%
Wyoming 059585	T27N, R112W Sec. 20: Lots 3,4	25.04	100%
Wyoming 033951	T26N, R113W Sec. 10: S1/2 NE1/4 Sec. 15: S1/2 N1/2	240.00	100%
Wyoming 039972	T27N, R115W Sec. 12: Lots, 1,2,3,4, W1/2 E1/2, W1/2 (All) Sec. 13: Lots 1,2,3,4, W1/2 E1/2, W1/2 (All)	1,232.81	50%
Evanston 021954	T27N, R114W Sec. 15: SE/4, NE/4 SW/4 Sec. 22: NW/4 NE/4	240.00	50%
Wyoming 05750	T27N, R115W Sec. 1: Lots 5,6,9,10,11 SW1/4 NE1/4 W1/2 SE1/4	259.00	100%
Babe & Esther Probasco	T26N, R112W Sec. 6: A portion of SW1/4 SE1/4	18.00	50%
Lincoln County Town of LaBarge	T26N, R112W Sec. 6: Lots, Street & Alleys in town of LaBarge	18.02	100%
Howard A. Mahaffey	T26N, R112W Sec. 6: A portion of SW1/4	1.00	50%

LEASE	DESCRIPTION	ACREAGE	SELLER'S WORKING INTEREST
Wyoming 066702	T27N, R112W Sec. 10: Lots 4,5	57.81	100%
Anderson L. & Delia McGinnie	T27N, R112W Sec. 3: Lots 8, 9, S1/2 NW1/4,SW1/4, parts of lots 3, 4 of Section 3 described as follows: commencing at a point on the east line of said lot 3, 325 feet south of the northeast corner of said lot 3 under what is known as the old partition fence, thence along said fence 89 degrees west to the west boundary of said lot 4, thence south to the southwest corner of said lot 4, thence east to the southeast corner of said lot 3, thence north to the place of beginning, and that part of lot 5 described as follows: commencing at a point 1635 feet south of the quarter section corner on the north line of said section and running thence east along the McGinnis Mickelson partition fence to the Green River, thence in a southeasterly direction along Green River to the east and west quarter section line in said Section 3, thence westerly along said east and west quarter Section line to the center of said Section 3, thence north to the place of beginning: Lot 1, S1/2 NE1/4, SE1/4 SW1/4, SE1/4 Section 4: E1/2 NE1/4 Section 8; N1/2 NE1/4, SW1/4 NE1/4 NW1/4, N1/2 SW1/4, SE1/4 SW1/4, W1/2 SE1/4, Lots 4, 5 and 1 Section 9; Lots 2,3,7, in Section 10.	1,370.00	100%
	BLOCK C		
Evanston 023313-A	T26N, R112W Sec. 12: Lots 1,2,3,4, W1/2 E1/2 Sec. 13: W1/2	653.60	25%
Evanston 023313-B	T26N, R112W Sec. 12: W1/2 Sec. 13: Lots 1,2,3,4, W1/2 E1/2	652.22	25%
	GREEN RIVER BEND UNIT		
Wyoming 07075	T28N, R112W Sec. 26: Lots 9,11,12,13	110.00	100%

89

East La Barge Unit

Lease	Description	Acreage	Belco Working Interest
U-2265	T 26 N, R 112 W Sec. 10: E/2, W/2SW/4, NE/4NW/4 Lots 1, 2, 3, 4, 5, 6,	601.03	25% (1)
U-026056	T 26 N, R 112 W Sec. 11: NE/4, NE/4NW/4, S/2NW/4, S/2 Sec. 14: All	1240.00	25% (1)
U-5481	T 26 N, R 112 W Sec. 16: 38.97 Acres, being that portion of the Green River bed within the confines of Sec. 16.	38.97	25% (1)
E-022929	T 27 N, R 112 W Sec. 33: S/2, NE/4 Sec. 34: All Sec. 35: All	1760.00	25% (1)
E-022930-A	T 26 N, R 112 W Sec. 10: All Sec. 15: All	1280.00	25% (1)
E-022931	T 26 N, R 112 W Sec. 5: Lots 4, 7, 10, 11, 13, SW/4SE/4 Sec. 8: Lots 1, 2, 4, 5, 8, 9, 11, W/2NE/4 T 27 N, R 112 W Sec. 29: Lots 2, 3, 4, 5, 8, 9, 10, 11, 12	608.78	50% (1)
E-022932	T 26 N, R 112 W Sec. 2: All Sec. 3: All Sec. 4: All Sec. 9: All Sec. 11: NW/4NW/4	2572.04	25% (1)

East La Barge Unit

Lease	Description	Acreage	Belco Working Interest
W-039163	T 27 N, R 112 W Sec. 29: That portion of the bed of the Green River that is riparian to Lots 2, 3, 4, 5, 8, 9, 10, 11, 12.	119.89	100% (1)
Selmer G. Larson	T 26 N, R 112 W Sec. 8: Lots 8, 9, 10, SW/4SW/4	139.06	100% (1)
William J. McGinnis et ux	T 26 N, R 112 W Sec. 8: Lots 8, 9, 10, SW/4SW/4		100% (1)

Chimney Butte Deep Unit

U-11142	T 28 N, R 113 W Sec. 30: E/2SW/4, N/2, SE/4	629.00	40% (1)

Note: (1) Interest shown is Belco interest in all formations below the base of the Mesaverde formation. Belco interest in formations down to and including the base of the Mesaverde formation is one-half of the interest shown.

Lease	Description	Acreage	Belco Working Interest
WY-038682	T-26-N, R-113-W, Sec. 2: Lots 5&12 T-27-N, R-113-W, Sec. 35: W/2	402.72	100% Frontier Formation Only
WY-038682-A	T-26-N, R-113-W Sec. 14: Lots 3&4	62.42	100% Frontier Formation Only
EV-08051(B)	T-27-N, R-113-W Sec. 27: E/2 NE/4; E/2 SW/4 NE/4	100	100% Frontier Formation Only
WY-St-63-11625	T-26-N, R-113-W Sec. 16: All	640	100%
EV-023313	T-26-N, R-112-W, 6th P.M. Sec. 6: SW/4 NE/4	40	100% Bear River & Frontier Formations Only
EV-023313-C	T-26-N, R-112-W, 6th PM Sec. 6: SE/4 NW/4	40	100% Bear River & Frontier Formations Only
Wy-052064	T-26-N, R-112-W, 6th P.M. Sec. 7: Lot 5 Sec. 18: Lots 1,2,3	76.09	100% Bear River & Frontier Formations Only
WY-052065	T-26-N, R-112-W, 6th P.M. Sec. 6: Lots 1,2,3,4,5,6,7,9	209.85	Bear River & Frontier Formations Only

92

East La Barge Unit

Lease	Description	Acreage	Belco Working Interest
E-022935	T 26 N, R 112 W Sec. 5: Lots 5, 6	23.55	50% (1)
E-022949-A	T 26 N, R 112 W Sec. 5: That part of the Green River riparian to Lots 4, 5, 6, 7, 10, 11, 13 Sec. 8: Lots 1, 2, 4, 5, 6, 7, 11	86.73	100% (1)
E-022929-A	T 27 N, R 112 W Sec. 33: NW/4	160.00	25% (1)
[redacted]931-A	T 26 N, R 112 W Sec. 5: Lot 1, SE/4NE/4, E/2SE/4 Sec. 8: E/2E/2 T 27 N, R 112 W Sec. 28: All Sec. 29: E/2SE/4 Sec. 32: E/2E/2	1196.87	25% (1)
Athol L. Stotts et ux	T 27 N, R 112 W Sec. 29: Lots 1, 6, S/2NE/4	164.44	100% (1)
Mary Maxine Delaney et al	T 27 N, R 112 W Sec. 29: Lots 1, 6, S/2NE/4		100% (1)
Florence Vickrey et al	T 27 N, R 112 W Sec. 29: Lots 1, 6, S/2NE/4		100% (1)
[redacted]nneth Bartlett	T 27 N, R 112 W Sec. 29: Lots 1, 6, S/2NE/4		100% (1)

NORTHWEST PIPELINE CORPORATION

TO: PETRO-LEWIS FUNDS, INC.
717 17th Street
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 PETRO-LEWIS FUNDS, INC., as Seller, made and entered into a certain Gas Purchase Contract dated August 13, 1980 , (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.

181784

RECORDED October 14 1980 10:00 A M
IN BOOK 60 Oil PAGE 94
FEES $10.00 Dorothy 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 13th day of August 19 80 .

NORTHWEST PIPELINE CORPORATION

ATTEST:

SEAL 1965

Barbara Moreno
ASSISTANT SECRETARY

By _____

Approved As To Form
Date 9/1/80
By MC

ATTEST:

PETRO-LEWIS FUNDS, INC.

By _____

Executive VICE PRESIDENT

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 Harvey L. Bryant, 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 Petro-Lewis Funds, 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 13th day of August, 19 80.

Ruth A Cardenas
Notary Public
Residing at

My Commission Expires June 19, 1984

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 F. A. Beach, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of Northwest Pipeline Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of September, 1980.

Ursula C. Bakewood
Notary Public
Residing at Holladay, Utah

My Commission Expires 7/27/82

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

PETRO-LEWIS FUNDS, INC.

August 13, 1980

Description	County and State	Gross Acres	Interest	Net Acres	Lea Expira Dat
NE/4 Sec. 26 T-27-N, R-112-W	Sublette County Wyoming	160	50%	80	

Dedication limited to the Frontier and Dakota Formations

002 0093A

98

621349-001

Partial RELEASE OF LEASE

THE STATE OF }

KNOW ALL MEN BY THESE PRESENTS: That the undersigned do(es) hereby quitclaim, release, surrender and abandon all right, title and interest in and to a certain oil and gas, or oil, gas and mineral lease dated, December 3, 1971, executed by Ada E. Coats, a widow of Pinedale, Wyoming 82941, as lessors, which lease is shown in the records provided by law for the recording of instruments relating to real property in the County of Sublette State of Wyoming in Book 47 O & G at Page 598, insofar as said lease covers the following described land in said County and State, to-wit:

Township 33 North, Range 109 West, 6th P.M.
Sec. 24: W/2NW, W/2E/2NW (except 1.99 acre tract in SWNW)

containing 118.01 acres, more or less

181742

RECORDED Oct 14 19 80 4:35 PM
IN BOOK 60 Oil & Gas PAGE 98
FEES $4.00 Paid
SUBLETTE COUNTY WYOMING
COUNTY CLERK
by Dorothy M. Clewis

WITNESS the hand(s) and seal(s) of the undersigned this 23rd day of September, 1980.

O. K. as to transaction
O. K. as to form

WITNESSES:

EXXON CORPORATION

By Wm. R. Campbell
Attorney-In-Fact
Wm. R. Campbell

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That R. J. Hollberg Jr.
245 North State Street
Salt Lake City, Utah 84103
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
KNIGHT ROYALTY CORPORATION	United Bank Center 1700 Broadway, Ste. 2300 Denver, Colorado, 80290	1% of 8/8ths

Being in all a total of an undivided One percent of eight eighths (1% 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 Lincoln and Sublette County, State of Wyoming under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Federal Oil and Gas Leases described in Exhibit "A" attached hereto and made a part hereof.

Assignor covenants and agrees to warrant and defend the title to the overriding royalty interest assigned hereby against the claims and demands of all persons claiming by, through or under Assignor.

181780

RECORDED October 17 1980 2:30 PM
IN BOOK 66 O+G PAGE 99
FEES $ 6.50 Lou Wahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ruth Dorothy Miller

Containing 15,143.24 acres, more or less.

WITNESS our hands this 23rd day of September, 1980

Witnesses:

.....

.....

R. J. Hollberg Jr.

STATE OF UTAH)
: ss.
COUNTY Salt Lake)

On the 30th day of September, A. D. 1980, personally appeared before me R. J. HOLLBERG, JR., the signer (s) of the above instrument, who duly acknowledged to me that HE executed the same.

My Commission Expires:
July 2, 1984

Notary Public
Residing at South Jordan, Utah

EXHIBIT "A"

ATTACHMENT TO THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED SEPTEMBER 23rd, 1980:

W-43568 Township 29 North, Range 115 West, 6th P.M. Sublette County, Wyoming
Section 31: Lots 1,2,3,4,5,6,7, E½W½, N½S½, NW¼SE¼
Section 32: Lots 1,2, NW¼, N½SW¼

containing 644.33 acres.

W-43574 Township 29 North, Range 115 West, 6th P.M., Lincoln County, Wyoming.
Section 1: Lots 7,8, S½NW¼, SW¼
Section 2: Lots 5,6,7,8, S½N½, S½
Section 3: Lots 5,6,7,8, S½N½, S½
Section 4: Lots 5,6,7,8, S½N½, S½
Section 5: Lots 5,6,7,8, S½N½, S½

containing 2447.65 acres.

W-43571 Township 28 North, Range 116 West, 6th P.M., Lincoln County, Wyoming.
Section 8: All
Section 15: All
Section 16: All
Section 17: All

containing 2560.00 acres.

W-32695 Township 28 North, Range 116 West, 6th P.M., Lincoln County, Wyoming.
Section 20: All
Section 21: All
Section 22: All
Section 23: All

containing 2560.00 acres.

W-32687 Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming.
Section 19: Lots 5,6,7,8, E½W½, E½
Section 20: W½
Section 28: W½
Section 29: All
Section 30: Lots 5,6,7,8, E½W½, E½

containing 2488.22 acres.

W-32694 Township 28 North, Range 116 West, 6th P.M., Lincoln County, Wyoming
Section 13: All
Section 14: All
Section 24: All
Section 25: All

containing 2560.00 acres.

W-43572 Township 28 North, Range 116 West, 6th P.M., Lincoln County, Wyoming.
Section 31: Lots 5,6,7,8, E½W½, E½
Section 32: All
Section 33: All

containing 1883.04 acres.

TOTAL ACRES: 15,143.24 acres.

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

Serial No.
W-55253

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, James L. Walker, of 904 Denver Center Building Denver, Colorado 80203, hereinafter called "Assignor" is the owner of two and one-half percent (2 1/2%) of 8/8ths overriding royalty on the following described oil and gas lease in Sublette County, Wyoming:

Township 33 North, Range 111 West, 6th Prin, Mer.
Section 8: SE/4 NE/4, E/2 SE/4
Section 9: All
Section 10: All
Section 11: SW/4 SW/4
Section 14: W/2 W/2
Section 28: W/2
Section 29: All
Containing 2560.00 acres, more or less.

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto the following Assignees in the interests set out opposite their names, the following overriding royalty interests:

Robert Schulein — 1/3 of 2 1/2% of 8/8ths
811 Denver Center Building
Denver, CO 80203

Edward J. Ackman — 1/3 of 2 1/2% of 8/8ths
1940 Colorado State Bank Building
Denver, CO 80202

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 23rd day of July, 1980.

James L. Walker

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

On this 23rd day of July, 1980, personally appeared before me, a Notary Public, James L. Walker, who acknowledged that he executed the above instrument.

My commission expires:

My commission expires July 3, 1984

Notary Public

181789

RECORDED Oct 20 1980 8:00 A M
IN BOOK 60 Misc PAGE 101
FEES $6.00 Lavon York COUNTY CLERK
COUNTY, PINEDALE, WY
by Dorothy McClure

102

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 t assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of ~~$25~~ $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,(chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and opti in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignm 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 unc signed's knowledge and belief and are made in good faith.

Executed this 23 day of July , 1980

(Assignee's Signature)
Robert Schulein

Suite 811 - 1776 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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 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 t assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of ~~$25~~ $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,(chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optic in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignm 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 und signed's knowledge and belief and are made in good faith.

Executed this 23 day of July , 1980

(Assignee's Signature)
Edward J. Ackman

Suite 1940 - 1600 Broadway
Denver, Colorado 80202

(Address, include zip code)

[redacted] [redacted] [redacted]

ASSIGNMENT OF OPERATING RIGHTS

[redacted]

[redacted]

W-4137

EFFECTIVE DATE OF BASE LEASE
April 1, 1976

The undersigned, as owner of certain Oil and Gas Operating Rights in and to the above design Oil and Gas Lease, does hereby transfer and assign to: ENERGETICS, INC.
102 Inverness Terrace, East
Englewood, Colorado 80112

The below specified interest in and to the said Operating Rights insofar as said rights pert to: from the surface of the ground to the strategraphic equivalent of the depth drilled in the Energetics #40-20 Federal well, located in SE/4SE/4 of Section 20, Township 27 North Range 111 West. Sublette County, Wyoming.

Lands affected by this assignment:

Township 27 North - Range 111 West
Section 17: SE¼

Sublette County, Wyoming

Operating Rights Interest of Assignor in above described lands: 100%

Extent of Operating Rights Interest herein conveyed to Assignee: 60%

Overriding Royalty or production payments reserved herein to Assignor: NONE
(Percentage Only)

Overriding Royalties or production payments previously reserved: 5% of 8/8ths
(Percentage Only)

This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout Agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979 by and betwee RAINBOW RESOURCES, INC., TERRA RESOURCES, INC., BARBER OIL EXPLORATION, INC. and ENERGETICS, INC.

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

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

EXECUTED THIS 15th day of AUGUST, 1980.

RAINBOW RESOURCES, INC.

BY: E.R. Manthey - Attorney-In-Fact

ATTEST:

BY: William H. Emmett III

TERRA RESOURCES, INC.

BY: D. A. Hauck
Vice President/Exploration

ATTEST:

BY: Janet L. Schwartz
Janet L. Schwartz,
Assistant Secretary

BARBER OIL EXPLORATION, INC.

BY: Rolf C. Walther
Rolf C. Walther, Vice President

18176

RECORDED Oct 30 1980 8:00 A M
BOOK 60 Ox-O PAGE 103
FEE $6.00 Fay Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stum

STATE OF COLORADO I
COUNTY OF ARAPAHOE I

On this 15th day of AUGUST, 1980, before me, the undersigned, a Notary Public, personally appeared E.R. Manthey, to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact for RAINBOW RESOURCES, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and that he executed the same as his voluntary act and deed and the voluntary act and deed of said corporation.

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

Carolyn Hurt
Notary Public

My commission expires My commission expires July 3, 1984

STATE OF Oklahoma
COUNTY OF Ouray

CORPORATE ACKNOWLEDGEMENT

On this 9th day of September, A.D. 1980 before me personally appeared D. A. Hauck to me personally known, who, being by me duly sworn, did say that he is the Vice President/Exp. of Ouray Resources, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Sally A. Neiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of September, A.D. 1980.

Sally A. Neiman
Notary Public

(SEAL)
My Commission expires: 10-25-83

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGEMENT

On this 25th day of September, A.D. 19 80, before me personally appeared ROLF C. WALTHER to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of BARBER OIL EXPLORATION, 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 ROLF C. WALTHER acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of September, A.D. 19 80.

Helen W. King
Notary Public

(SEAL)
My Commission expires: Aug. 29, 1981

HELEN W. KING
Notary Public in Harris County, Texas

[redacted] NMENT OF OPERATING RIGHTS [redacted]

W-54137 [redacted]

EFFECTIVE DATE OF BASE LEASE
April 1, 1976

The undersigned, as owner of certain Oil and Gas Operating Rights in and to the above design Oil and Gas Lease, does hereby transfer and assign to: ENERGETICS, INC.
102 Inverness Terrace, East
Englewood, Colorado 80112

The below specified interest in and to the said Operating Rights insofar as said rights pert to: from the surface of the ground to the strategraphic equivalent of the depth drilled in t Energetics #40-20 Federal well, located in SE/4SE/4 of Section 20, Township 27 North, Range 111 West. Sublette County, Wyoming.

Lands affected by this assignment:

Township 27 North - Range 111 West
Section 20: NE¼

Sublette County, Wyoming

Operating Rights Interest of Assignor in above described lands: 100%

Extent of Operating Rights Interest herein conveyed to Assignee: 100%

Overriding Royalty or production payments reserved herein to Assignor: 4% of 8/8ths. This ~~(Percentage Only)~~ Assignment is subject to all the terms and conditions set forth in FARMOUT OPTION AGREEMENT dated November 27, 1979, by and between RAINBOW RESOURCES, INC., TERRA RESO INC., BARBER OIL EXPLORATION, INC. and ENERGETICS, INC.

Overriding Royalties or production payments previously reserved: 5% of 8/8ths
(Percentage Only)

This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout Agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979, by and betwe RAINBOW RESOURCES, INC., TERRA RESOURCES, INC., BARBER OIL EXPLORATION, INC. and ENERGETICS, INC.

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

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

EXECUTED THIS 15th day of AUGUST, 1980.

RAINBOW RESOURCES, INC.

BY: E.R. Manthey - Attorney-In-Fact

ATTEST

BY: Janet L. Schwartz, Assistant Secretary

TERRA RESOURCES, INC.

BY: D. A. Hauck
Vice President/Exploration

ATTEST

BARBER OIL EXPLORATION, INC.

BY: Rolf C. Walther, Vice President

181701

RECORDED Oct 20 1980 8:00 A M
BOOK 60 Oil & Gas PAGE 105
FEE $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

STATE OF COLORADO I
COUNTY OF ARAPAHOE I

On this 15th day of AUGUST, 1980, before me, the undersigned, a Notary Public, personally appeared E.R. Manthey, to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact for RAINBOW RESOURCES, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and that he executed the same as his voluntary act and deed and the voluntary act and deed of said corporation.

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

Carolyn Hunt
Notary Public

My commission expires My commission expires July 3, 1984

STATE OF Oklahoma
COUNTY OF Dulos

CORPORATE ACKNOWLEDGEMENT

On this 9th day of Septemeber, A.D. 1980, before me personally appeared D. A. Hauck to me personally known, who, being by me duly sworn, did say that he is the Vice President/Ext of Ideo Resources, Inc and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Sally A. Dieman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of Septemeber, A.D. 1980.

Sally A. Dieman
Notary Public

(SEAL)
My Commission expires: 10-25-83

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGEMENT

On this 25th day of September, A.D. 1980, before me personally appeared ROLF C. WALTHER to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of BARBER OIL EXPLORATION, 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 ROLF C. WALTHER acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of September, A.D. 19 80.

Helen W. King
Notary Public

(SEAL)
My Commission expires: Aug. 29, 1981

HELEN W. KING
Notary Public in Harris County, Texas
My Commission Expires August 29, 1981

12/79 RB
L- 623102-1

RELEASE OF LEASE

THE STATE OF WYOMING
THE COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned do(es) hereby quitclaim, release, surrender and abandon all right, title and interest in and to a certain oil and gas, or oil, gas and mineral lease dated, December 6, 1964 executed by Grant Beck Et Ux

as lessors, 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 510G at Page 247, said lease cover ing the following described land in said county and State, to-wit:

E½ SW & SE Sec 13 & NE Sec 24-33N-109W 6th PM.
Lots 3 & 4 & E½ SW Sec 18 & Lots 1&2 & E½ NW less a tract described as beginning at the NE corner of the NW, thence W. 100.00', thence S 528', thence W 1650.00', thence S 2112.00'. thence E 1750.00' thence N 2640.00' to point of beginning, containing 86.06 acres, more or less, Sec 19-33N-108W 6th PM

181702

THIS INSTRUMENT WAS PREPARED BY LOUIS I. DAVIS
EXXON CORPORATION, BOX 2305
HOUSTON, TEXAS 77001

Oct 20 [illegible] 8:28 A.M.
Book 60 Rels PAGE 107
Lou Ann Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Ellis

O. K. as to transaction EW
O. K. as to form ✓
Instrument verified by EW

WITNESS the hand(s) and seal(s) of the undersigned this 18th day of September, 19 80.

EXXON CORPORATION

~~WITNESSES~~:

By H. F. Gready
Attorney-In-Fact

H. F. Gready

EXXON CORPORATION
P. O. BOX 2305
HOUSTON, TEXAS 77001

062-0127A

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT (ATTORNEY IN FACT)

STATE OF TEXAS
COUNTY OF HARRIS } SS.

On this 18th day of September, 19 80, before me appeared H. F. Gready, to me personally known, who, being by me duly sworn, did say that he is attorney in fact for EXXON CORPORATION, and that the foregoing instrument was executed by him as such attorney in fact by authority of its Board of Directors, and said H. F. Gready acknowledged the execution of said instrument as the free act and deed of said corporation.

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

LINDA R. ARAIZA
Notary Public In and for Harris County, Texas
My Commission Expires August 4, 1984

Linda R Araiza
Notary Public

My commission expires:

107

062-0094B

108

11/79 RB
1-623056 (key)

RELEASE OF LEASES

STATE OF WYOMING
SUBLETTE
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: That the undersigned do(es) hereby release, surrender and abandon all of its (their) right, title and interest in and to those certain oil and gas or oil, gas and mineral leases identified in Exhibit "A" attached hereto and made a part hereof.

181793

RECORDED Oct 20 1980 8:00 A M
IN BOOK 60 Oil PAGE 108
FEES $6.25 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

WITNESS the hand(s) and seal(s) of the undersigned this 18th day of

September, 19 80.

O. K. as to transaction
O. K. as to form
Instrument verified by

THIS INSTRUMENT WAS PREPARED BY LOUIS L DAVIS
EXXON CORPORATION, BOX 2305
HOUSTON, TEXAS 77001

EXXON CORPORATION

By H. F. Gready
H. F. Gready Attorney-In-Fact

EXXON CORPORATION
P. O. BOX 2305
HOUSTON, TEXAS 770

062-0127A

STATE OF TEXAS
COUNTY OF HARRIS } SS.

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT (ATTORNEY IN FACT)

On this 18th day of September, 19 80, before me appeared H. F. Gready, to me personally known, who, being by me duly sworn, did say that he is attorney in fact for EXXON CORPORATION and that the foregoing instrument was executed by him as such attorney in fact by authority of its Board of Directors, and said H. F. Gready acknowledged the execution of said instrument as the free act and deed of said corporation.

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

My commission expires: 05/16/84

Gayle E. Wade
Notary Public

GAYLE E. WADEN
Notary Public in and for Harris County, Texas
My Commission Expires May 16, 1984

COUNTY OF SUBLETTE STATE OF WYO

EXHIBIT "A"
PAGE 1

IDENTIFYING LEASE NUMBER	LEASE EXECUTED BY	DATE OF LEASE	RECORDED BOOK and PAGE or REGISTER NUMBER	COVERING LAND LYING WITHIN SECTION (S), TOWNSHIP (S) & RANGE (S)
[illegible]	JAMES M GAMBLE ET UX	11 13 74	0051 0158	E½ SE¼ Sec 1-33N-109W.
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	ROBERT E RICHARDSON ET UX	11 18 74	0051 0243	Portion of W½ NW Sec 15-34N-110W 6thPM, more particularly described in said lease to which lease and the record thereof reference is made for more complete description.

1 of 1

110

Form 3120-1
Eleventh Edition
(March 1977)
(formerly 3120-3)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved
Budget Bureau No. 42-R0990

Office .....

Serial No. W-69237

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 South Colorado Blvd., Suite 500
(Number and Street)

Denver, Colorado 80222
(City, State, ZIP Code)

RECEIVED
1980 OCT 24 AM 10:03
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

2. Land requested: State Wyoming County Sublette T. 30N : R. 104W : 6th P. Meridian

Section 4: Lots 1, 2, 3, 4, S½ N½, S½
Section 5: Lots 1, 2, 3, 4, S½ N½, S½
Section 6: Lots 1, 2, 3, 5, S½ NE¼, SE¼, SE¼ NW¼, E½ SW¼

181393

Township 31 North, Range 104 West, 6th P.M.
Sec. 31: Lots 1, 2, 3, 4, E½ W½, E½

RECORDED October 20 1980 4:
IN BOOK 60 Oil & Gas PAGE 110
FEES 24.00 Lorna Yuke COUNTY CL
SUBLETTE COUNTY CLERK
by Dorothy McC

Total Area 2,439.75 Acres

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

T 30 N, R 104 W, 6th Prin Mer
Sec. 4: Lots 3, 4, S½N½, S½
Sec. 5: Lots 1, 2, 3, 4, S½N½, S½
Sec. 6: Lots 1, 2, 3, 5, S½NE¼, SE¼NW¼, E½SW¼, SE¼

T 31 N, R 104 W, 6th Prin Mer
Sec. 31: Lots 1, 2, 3, 4, E½, E½W½

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on OCT 6 1980

(Offeror does not fill in this block) **Total Area** 2358.51 **Acres Rental retained $** 2359.00

4. Amount remitted: Filing fee $10, Rental $ 2,440.00, Total $ 2,450.00

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 ☒ 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 24th day of August, 19 79

MONSANTO COMPANY
(Lessee signature)

Power of Attorney in File W-56943 and still in 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 [redacted] (Signing officer)

Chief, Oil & Gas Section (Title)

Effective date of lease NOV 1 1980

OCT 8 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.

This information is [redacted] and will be processed [redacted] in accordance with the [redacted] 43 CFR 3125.

deposits, except helium, [redacted] used, together with the right to construct and maintain the [redacted] buildings, plants, waterways, roads, telegraph or telephone lines, reservoirs, tanks, pumping stations, or other structures necessary for the [redacted] ment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior (the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease).

SEC. 2 The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) **For each lease year a rental of $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 nonparticipating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (ii) above.

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

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

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

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

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

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

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds and a report with respect [redacted] investments, depreciation and costs.

(h) *Well records.*—To [redacted] ing record, a log, and complete information on all well [redacted] form acceptable to or prescribed by the lessor of all wells [redacted] 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, 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 later 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 [redacted] and to the extent deemed [redacted] lessor to fill any pits, and other excavations, remove [redacted] debris, and so far as reasonable possible, restore the surface [redacted] and access roads to former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be with respect to the leased lands and improvements thereon whether owned by the United States. When American antiquities or other of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.* Not to create overriding royalties or payments 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 thereon as 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 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 rights 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 oil and gas 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 title to all 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 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 select. 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 reduction 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 extraction 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 leased 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 hereby vested in the lessor under this paragraph shall also run to any successor, 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 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 law, rules, 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 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 improvement subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

SEC. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the Act or the regulations thereunder or of this lease, or 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, all casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

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

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

INSTRUCTIONS

A GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in 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 to lease acquired land or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington, D.C. 20240. See 43 CFR 3123.1(b).

5. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

6. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 3120-4, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 3122.2, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

7. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest [redacted] extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or deposits covered by said assignments.

8. The offer will be rejected and returned to the offeror and will afford the applicant no priority if not filed in accordance with the appropriate regulations.

B SPECIAL INSTRUCTIONS[1]

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 3123.1(d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 3122.2.

Item 3. This space is not to be to filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4. The total amount remitted should include a $10 filing fee and the **first year's rental of the land requested at the rate of $1.00 an acre or** fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 10 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the [redacted] of accompaniment by a statement giving the name, answers to [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 of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or before production is obtained. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a statement showing of his citizenship and holdings must be furnished. Where the material has been previously filed, a reference by serial number to the office in which it has been filed, together with a statement of any amendments, may be accepted.

Item 5 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of Section 17(b) is not chargeable.

Item 5 (c).—Whenever applicable the stipulations referred to will become a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture: 3103-1 Lands potentially irrigable by and within the flow limits of a reservoir site. Lands within the drainage area of a constructed reservoir. 3509-1 Lands withdrawn for power purposes. 3120-3 Wildlife Refuge, Game Range, and Coordination Lands. Where other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (c).—If there are settlers, attach a sheet giving the name and post office address of each and description of the lands claimed by metes and bounds or protracted surveys and approximate legal subdivisions.

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them or the offeror, setting forth the nature and extent of the interest of each, the terms of the agreement between them if oral, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 22 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interests.

[1] Items numbered according to numbers on offer form.

GPO 889-796

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)*

Bureau of Land Management
P. O. Box 1869
Rock Springs, WY 82901

Address *(include zip code)*

Forest Supervisor
Bridger-Teton National Forest
Forest Service Building
Jackson, WY 83001

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109–5 (August 1973)

GPO 849 • 256

W 69237

No occupancy or other surface disturbance will be allowed within 660 feet of live water streams. 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 20 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 and to protect important seasonal wildlife habitat, exploration, drilling, and other development activity will be allowed only during the period from May 15 to December 15 (watershed--May 15 to March 1; wildlife--April 1 to December 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.

In order to minimize watershed damage, during muddy and/or wet periods the District Manager, Bureau of Land Management, through the District Engineer, Geological Survey, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

MONSANTO COMPANY

By _____
SIGNATURE
Robert H. Love
Attorney-in-Fact

August 22, 1980
DATE

Power of Attorney in File W56943
Still in Effect

114

Form 3109-3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W 69237 [redacted]

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483–485); September 1, 1949 (30 U.S.C. 192c), June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

exer[redacted]e privileges authorized by this le[redacted] 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; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cat[redacted] 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.

MONSANTO COMPANY

(Signature of Lessee)

Robert H. Love
Attorney - in - Fact

GPO 860-292

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

Forest Service Supplment
to Form 3109-3

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
69237
CHEYENNE, WYOMING

SURFACE OCCUPANCY STIPULATIONS TO ACCOMPANY

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.

MONSANTO COMPANY

March 5, 1980
DATE

SIGNATURE

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

Robert H. Love
Attorney - in - Fact

[redacted] [redacted] [redacted]

BUREAU OF LAND MANAGEMENT
1980 MAR 10 69237
CHEYENNE, WYOMING

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.

MONSANTO COMPANY

March 5, 1980
DATE

SIGNATURE

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

Robert H. Love
Attorney-in-Fact

BUREAU OF LAND MANAGEMENT
1980 MAR 10 AM 10 00
CHEYENNE, WYOMING

W 49237

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.

MONSANTO COMPANY

March 5, 1980
DATE

SIGNATURE

Robert H. Love
Attorney - in - Fact

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

W 69237

1980 MAR 10 AM
CHEYENNE, WYOMING

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.

MONSANTO COMPANY

March 5, 1980
DATE

SIGNATURE

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

Robert H. Love
Attorney - in - Fact

120

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

943e

CERTIFICATION OF QUALIFICATIONS TO HOLD A FEDERAL OIL AND GAS LEASE (OVER-THE-COUNTER)

With regard to the Federal oil and gas lease offer filed by MONSANTO COMPANY on August 24, 1979 and given serial number W 69237.

1. Did any party(s) other than those listed on the above offer to lease (or on a separate statement submitted under 43 CFR 3102.7) own or hold any interest in this offer or resulting lease at the time the offer was filed with the Bureau of Land Management?

_____YES _X_ NO

2. At the time this offer was filed with the Bureau of Land Management, did any agreement, understanding or other arrangement exist, including but not limited to signed blank assignment forms, which required the undersigned to assign, or by which the undersigned had assigned or had agreed to assign, any interest in this offer or resulting lease to any other party?

_____YES _X_ NO

3. Do you own, control or hold more than 246,080 acres of public domain land, or more than 246,080 acres of acquired land, under lease, offer, option or other arrangement in the State where the land in this offer is located?

_____YES _X_ NO

If the answer to any questions above is "YES", please attach a sheet more fully explaining your answer to those questions.

This certificate must be personally and manually signed in ink by the applicant. The undersigned understands that failure to sign and return this certification within 30 days of receipt is failure to demonstrate qualifications to hold this Federal oil and gas lease and will result in the rejection of this application to lease.

I certify that I have responded to the above questions truthfully and completely, to the best of my knowledge.

MONSANTO COMPANY

Power of Attorney in File W56943
Still in Effect

By Robert H. Love pmh
Applicant's Signature Robert H. Love
Attorney-in-Fact

August 22, 1980
Date

WARNING: 18 U.S.C. 1001 makes it a crime, punishable by 5 years imprisonment and a fine of up to $10,000, or both, to knowingly and willfully make any false, fictitious or fraudulent statements or representations regarding the above matters.

Form 3110–1 [redacted]
Eleventh Edition
(March 1977)
(formerly 3120–3

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

Fo[redacted] No. 42 R0990
Bu[redacted]

Office .....

Serial No. W-69242

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 SOUTH COLORADO BLVD., SUITE 500
(Number and Street)

DENVER, COLORADO 80222
(City, State, ZIP Code)

CHEYENNE, WYOMING
79 AUG 24 AM 10:01

2. Land requested: State Wyoming County Sublette T. 30N : R. 104W : 6th P. Meridian

Section 8: N½, N½ SE¼
Section 9: N½, SE¼, N½SW¼, SE¼SW¼
Section 13: E½, E½W½, NW¼NW¼, SW¼SW¼
Section 14: NE¼, W½SE¼, N½NW¼, SE¼NW¼, SW¼
Section 15: N½, N½S½

181304

RECORDED October 20 1980 1:30
IN BOOK 60 Misc. PAGE 121
FEES 12.00 Sandy Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stolte

Total Area 2,560.00 Acres

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

T 30 N, R 104 W, 6th Prin Mer

Sec. 8: N½, N½SE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on OCT 6 1980

(Offeror does not fill in this block) Total Area 400.00 Acres Rental retained $ 400.00

4. Amount remitted: Filing fee $10, Rental $ 2,560.00, Total $ 2,570.00

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 ☒ 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 24th day of August, 19 79

MONSANTO COMPANY
(Lessee signature)

Power of Attorney in File W-56943 and still in 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 Glenna M. Sanc
(Signing officer)
Chief, Oil & Gas Section
(Title)

Effective date of lease NOV 1 1980

OCT 8 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.

For Claimed

In accordance with the provisions of 43 CFR 3

LEASE TERMS

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

SEC. 2 The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) **For each lease year a rental of $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. To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

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

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

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

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

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

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

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

(i) *Inspection.* To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information 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, 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 later 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 expiration of this lease, or at any other time prior thereto when req and to the extent deemed necessary by the lessor to fill any pits, di and other excavations, remove or cover all debris, and so far as reasonable possible, restore the surface of the leased land and access roads to former condition, including the removal of structures as and if req The lessor may prescribe the steps to be taken and restoration to be with respect to the leased lands and improvements thereon whether owned by the United States. When American antiquities or other of of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of lease, the item(s) or condition(s) will be left intact and immedi brought to the attention of the contracting officer or his authorized representative.

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

(s) *Deliver premises in cases of forfeiture.* To deliver up to the lessor good order and condition the land leased including all improvements 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 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 reasonable such lands which will not unreasonably interfere with operations under the lease.

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

(d) *Helium.* Pursuant to Section 1 of the Act as amended, the ownership 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 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 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 lose 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 extraction 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 leased 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 in the lessor under this paragraph shall also run to any agent, 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 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, 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 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 this 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 20 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 all 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, Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432 and 433, Title 18, U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in or a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purposes of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired land or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington, D.C. 20240. See 43 CFR 3123.1(b).

5. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

6. If any of the land described in Item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 3120-4, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 3122.2, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same, as though the added land had been included in the original lease when it was issued.

7. As an incident to the assignment of the whole interest in all or any part of the lease, the assignor may reserve or except a like interest in all or any part of the interest assigned, to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or deposits covered by said assignments.

8. The offer will be rejected and returned to the offeror and will afford the applicant no priority if not filed in accordance with the appropriate regulations.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of Item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 3123.1(d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 3122.2.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4. The total amount remitted should include a $10 filing fee and the **first year's rental of the land requested at the rate of $1.00 an acre or** fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it citizenship status of the [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 stock and of all of the stock owned by aliens or those having addresses in the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or production is obtained. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a statement showing of his citizenship and holdings must be furnished. Where such material has been previously filed, a reference by serial number to the case in which it has been filed, together with a statement of any amendment, will be accepted.

Item 5 (b). Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of Section 17(b) is not chargeable.

Item 5 (c). Whenever applicable the stipulations referred to will be a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 3103.1 Lands potentially irrigable, within the flow limits of a reservoir site, lands within the drainage of a constructed reservoir; 3500.1 Lands withdrawn for power purposes; 3120.3 Wildlife Refuge, Game Range, and Coordination Lands. When other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (c).—If there are settlers, attach a sheet giving the name and post office address of each and description of the lands claimed by metes and bounds or protracted surveys and approximate legal subdivisions.

Item 6. Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them or the offeror, setting forth the nature and extent of the interest of each, and a copy of the agreement between them if oral, and a copy of the agreement if written. Such separate statement or written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their [redacted] such lease interests.

[redacted] offer form

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)*

Bureau of Land Management
P. O. Box 1869
Rock Springs, WY 82901

Address *(include zip code)*

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109–5 (August 1973)

GPO 849-258

123

W 69242

No occupancy or other surface disturbance will be allowed within 660 feet of live water streams. 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 20 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 and to protect important seasonal wildlife habitat, exploration, drilling, and other development activity will be allowed only during the period from May 15 to December 15 (watershed--May 15 to March 1; wildlife--April 1 to December 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.

In order to minimize watershed damage, during muddy and/or wet periods the District Manager, Bureau of Land Management, through the District Engineer, Geological Survey, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

MONSANTO COMPANY

By _____
SIGNATURE
Robert H. Love
Attorney-in-Fact

August 22, 1980
DATE
Power of Attorney in File W56943
Still in Effect

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.

MONSANTO COMPANY

By _____
SIGNATURE
Robert H. Love
Attorney-in-Fact

August 22, 1980
DATE
Power of Attorney in File W56943
Still in Effect

AMENDMENT OF PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 13th day of August, 1980 by and between DAVID A. MOORE and BEVERLY J. MOORE, 10707 W. Center Avenue, Denver, Colorado 80226, hereinafter collectively referred to as Seller, whether one or more, and WILLIAMS COMPANY, 1451 Larimer Street, Suite 200, Denver, Colorado 80202, hereinafter referred to as Buyer.

WITNESSETH:

WHEREAS Seller warrants that on May 8, 1979 it was the owner of (i) an undivided 25% of 100% record title interest and (ii) an undivided 2-1/2% of 100% overriding royalty interest in and to the oil and gas leases described on (i) Exhibit A and (ii) Exhibit B, respectively, which Exhibits are attached hereto and made a part hereof. The lands covered by the (i) Exhibit A and (ii) Exhibit B leases shall, for the purpose of this Agreement, hereinafter be referred to as the (i) Lease Acreage and (ii) Overriding Royalty Acreage, respectively.

WHEREAS Seller in accordance with the terms of that certain Purchase Agreement dated May 8, 1979 has sold and assigned to Buyer (or Buyer's designees) an (i) undivided 12-1/2% record title interest in the Lease Acreage and (ii) an undivided 1.875% of 100% overriding royalty interest in the Overriding Royalty Acreage pursuant to (i) Assignments of Oil and Gas Leases dated May 16, 1979; and (ii) an Assignment of Overriding Royalty Interest dated June 18, 1979 and recorded in Book 86 at page 525 through 528 of the Teton County, Wyoming real estate records, respectively.

WHEREAS Seller and Buyer desire to amend the terms of the Purchase Agreement and to correct certain inaccuracies in the Assignment of Overriding Royalty Interest.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, it is hereby agreed as follows:

1. Assignment

Upon execution of this Agreement by the parties hereto, Seller, subject to the further provisions of section 2 regarding reassignment, shall execute the corrective Assignment of Overriding Royalty Interest attached hereto as Exhibit C.

RECORDED
COMPARED
INDEXED ✓
ABSTRACTED

[redacted]

Filed Sept. 19 19 80 at 1:00 o'clock P. M
In Book 103 of Photo Page 813 to 823
No. 216440 $24.00 pd
V. Jolynn Coonce County Clerk
By [redacted] Dep.

[redacted]

2. Reassignment

At such point in time as Buyer has recovered $45,075.00 out of the 1.875% overriding royalty interest in the Overriding Royalty Acreage assigned under the Assignment of Overriding Royalty Interest as corrected by Exhibit "C" hereto, Buyer shall reassign to Seller the following interests:

a. An undivided 1.875% of 100% overriding royalty interest in all of the Overriding Royalty Acreage assigned to it pursuant to Section 1 excepting as to the following described tract of land to wit:

Township 40 North, Range 110 West, 6th. P.M.

Section 32: NW/4SE/4 and NE/4SW/4

Comprising 80 acres, more or less.

and

b. an undivided .375% of 100% overriding royalty interest in the lands described in 2(a) above.

In the event that the Mosquito Lake Federal #32-1 well is a dry hole, then Buyer, upon final abandonment thereof, shall reassign to Seller the 1.875% overriding royalty interest in all of the overriding royalty acreage assigned pursuant to the corrective Assignment of overriding royalty interest of even date herewith.

This AGREEMENT is executed with effect as of the 29 day of August, 1980.

WILLIAMS COMPANY

By _____
Thomas S. Gaylord
Attorney-in-Fact

By _____
David A. Moore

By _____
Beverly J. Moore

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August, 1980, personally appeared Thomas S. Gaylord, Attorney-in-Fact for Williams Company, to 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.

_____
Notary Public

My Commission expires October 26, 1981.

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August, 1980, personally appeared David A. Moore and Beverly J. Moore, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission expires October 26, 1981.

THAT CERTAIN PURCHASE AGREEMENT DATED AUGUST [illegible], 1969
BETWEEN DAVID A. MOORE AND BEVERLY J. MOORE (SELLER) AND WILLIAMS COMPANY (BUYER)

LESSOR	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES
United States Of America W-20594	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
United States Of America W-20646	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 (exc. E½SE¼) Section 31: Lot 1; E/2 NW/4; NE/4; N/2 SE/4; SE/4 SE/4 Section 32: All	1,901.54	1,901.54
United States of America W-20612	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
United States of America W-20611	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
United States of America W-20593	Oct. 1, 1969	10 yrs.	T. 39 N., R. 110 W., Sublette County, Wyoming Section 4: SW/4 NW/4; W/2 SW/4; SE/4 SW/4	160.00	160.00

129

EXHIBIT B

ATTACHED TO AND MADE A PART OF
THAT CERTAIN PURCHASE AGREEMENT DATED AUGUST , 1980
BETWEEN DAVID A. MOORE AND BEVERLY J. MOORE (SELLER) AND WILLIAMS COMPANY (BUYER)

LESSOR	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES
United States Of America W-20594	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
United States Of America W-20646	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
United States of America W-20612	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
United States of America W-20611	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
United States of America W-20593	Oct. 1, 1969	10 yrs.	T. 39 N., R. 110 W., Sublette County, Wyoming	160.00	160.00

CORRECTIVE INSTRUMENT

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST CORRECTS, CANCELS AND REPLACES IN ITS ENTIRETY THE ASSIGNMENT OF OVERRIDING ROYALTY INTEREST FROM ASSIGNOR NAMED BELOW TO ASSIGNEES NAMED BELOW DATED JUNE 18, 1980 AND RECORDED IN BOOK 86 AT PAGES 525 THROUGH 528 OF THE TETON COUNTY, WYOMING REAL ESTATE RECORDS.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned David A. Moore and Beverly J. Moore, 10707 W. Center Ave., Denver, Colorado 80226 (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the following described parties in the percentages set forth after their respective names (hereinafter referred to as Assignee, whether one or more) an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1.875% of 100% of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the lands described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as Overriding Royalty Interest):

Party	Address	Percentage
Williams Company	1451 Larimer Street Suite 200 Denver, Colorado 80202	52.00%
Petroleum Exploration, Inc.	201 Granite Building Larimer Square Denver, Colorado 80202	8.75%
St. Mary Parish Land Company	1776 Lincoln Suite 910 Denver, Colorado 80202	26.25%
Thomas S. Gaylord	1451 Larimer Street Suite 200 Denver, Colorado 80202	4.55%
Gary A. Keller	1451 Larimer Street Suite 200 Denver, Colorado 80202	4.55%
R. G. Albertus	1451 Larimer Street Suite 200 Denver, Colorado 80202	1.30%
James A. Meunier	1451 Larimer Street Suite 200 Denver, Colorado 80202	1.30%
Betty C. Brownson	1451 Larimer Street Suite 200 Denver, Colorado 80202	.65%

Rhonda L. Singer — 1451 Larimer Street, Suite 200, Denver, Colorado 80202 — .65%

TO HAVE AND TO HOLD the Overriding Royalty 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 leases.

B. This Assignment of the Overriding Royalty Interest is made without warranty of title, either express or implied and is made expressly subject to the terms and provisions of that certain Purchase Agreement between Assignor and Assignee dated May 8, 1979 as amended August 13, 1980.

C. If the above described oil and gas leases cover less than the entire fee title, then the Overriding Royalty Interest shall be reduced proportionately, and the payment provided for in the referenced Purchase Agreement shall be adjusted accordingly.

D. Assignees Thomas S. Gaylord, Gary A. Keller, R. G. Albertus, James A. Meunier, Betty C. Brownson, and Rhonda L. Singer shall have no rights to any income attributable to the Overriding Royalty Interest until such time as Williams Company shall have recovered its share of the costs incurred in the acquisition of the Overriding Royalty Interest out of 65% of the production attributable thereto. Thereafter, the interest of such Assignees shall be as set forth above.

E. The Assignment of Overriding Royalty Interest, date June 18, 1979, and recorded in Book 86 at pages 525 through 528 of the Teton County, Wyoming real estate records, pursuant to whi Assignors assigned to Assignees an overriding royalty interest in the same lands described on Exhibit A is hereby cancelled and replaced in its entirety by this Assignment of Overriding Royalty Interest.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest as of this 13 day of August, 1980.

[redacted] [redacted] [redacted]

David A. Moore

Beverly J. Moore

Assignees hereby consent and agree to the cancellation of the June 18, 1979 Assignment of Overriding Royalty Interest and accept and agree that this Assignment of Overriding Royalty Interest replaces the June 18, 1979 Assignment in its entirety.

WILLIAMS COMPANY

By _____
Thomas S. Gaylord
Attorney-in-Fact

PETROLEUM EXPLORATION, INC.

By _____
W. Jack Magathan
Vice-President

ST. MARY PARISH LAND COMPANY

By _____
William C. Lagos
Vice-President

Thomas S. Gaylord

Gary A. Keller

R. G. Albertus

James A. Meunier

Betty C. Brownson

Rhonda L. Singer

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of August, 1980 by Thomas S. Gaylord as Attorney-in-fact for Williams Company.

Witness my hand and official seal.

Billy C Brannon
Notary Public

My commission expires October 26, 1981.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of August, 1980 by W. Jack Magathan as Vice President of Petroleum Exploration, Inc.

Witness my hand and official seal.

Linda A Ditsworth
Notary Public

My commission expires June 15, 1981.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of August, 1980 by William C. Lagos as Vice President of St. Mary Parish Land Company.

Witness my hand and official seal.

Linda A. Ditsworth
Notary Public

My commission expires June 15, 1981.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of August, 1980 by Thomas S. Gaylord.

Witness my hand and official seal.

Billy C Brannon
Notary Public

My commission expires October 26, 1981.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of August, 1980 by Gary A. Keller.

Witness my hand and official seal.

Billy C Brannon
Notary Public

My commission expires October 26, 1981.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of ~~August~~ September, 1980 by R. G. Albertus.

Notary Public

My commission expires 6/10/81.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of August, 1980 by James A. Meunier.

Notary Public

My commission expires October 26, 1981.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of ~~August~~ September, 1980 by Betty C. Brownson.

Notary Public

My commission expires June 12, 1981.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of August, 1980 by Rhonda L. Singer.

Notary Public

My commission expires March 7, 1983.

THAT CERTAIN CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
DATED AUGUST , 1980
BETWEEN DAVID A. MOORE AND BEVERLY J. MOORE (ASSIGNOR) AND WILLIAMS COMPANY, ET AL (ASSIGNEE)

LESSOR	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES
United States Of America W-20594	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
United States Of America W-20646	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 (exc. E½SE¼) Section 31: Lot 1; E/2 NW/4; NE/4; N/2 SE/4; SE/4 SE/4 Section 32: All	1,901.54	1,901.54
United States of America W-20612	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
United States of America W-20611	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
United States of America W-20593	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

RECORDED October 22 1980
IN BOOK 60 Oil & Gas PAGE 126
FEES $26.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
191917

[redacted] [redacted]

01X6-[redacted]

File [redacted]

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

79- 0200

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

I MARSHALL R. PERKINS
(Name of Applicant)
1671 Waltham Road
(Number and Street)
Concord, CA 94520
(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. 35 N., R. 113 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 133	This lease embraces the area and the land described in item 2.
Sec. 36 All	
Total Area 640.00 Acres	Total Area ..... Acres

4. Amount remitted: Filing Fee $ 15.00

Advanced Rental (To be computed at ~~5¢~~ 1.00 per acre or fraction thereof) $ 640.00

Total $ 655.00

5. Undersigned certifies as follows:

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

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

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

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

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

6. Offeror agrees:

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

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

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

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

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 12th day of February, 19 79

Lessee Marshall R. Perkins
MARSHALL R. PERKINS (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 at MAR 8 1979

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

EFFECTIVE DATE OF LEASE March 2, 1979

By Ralph S. Thomas
Commissioner of Public Lands - Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

Examined

137

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, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

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

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

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

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural gas, gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

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

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

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

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

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

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

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

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

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

(k) DILIGENCE PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining; less than 200 feet from the property lines thereof, to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen, including the replanting, and erection of trees 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 rights herein provided, to enter on the property to repair damage or prevent waste at the lessee's cost to abide by and conform to such regulations and conditions prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of surface rights thereof for actual damages thereto, or injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of prevalence or actions beyond his control.

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

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

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

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

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

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

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, insofar as 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, 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 lands herein leased.

(c) The right, with consent of the lessee, to combine 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 or 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 65 (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 or 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 such service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

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

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. Such relinquishment so filed shall become effective as of 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 relinquishment fails to state that no operations have been conducted the effective date of such 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. Such 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 of the foregoing provisions for relinquishment becoming effective shall be subject to the lessee's right to appeal therefrom as provided by law. A relinquishment having become effective there shall be no reversion of the lessee's rights to the relinquished land, but the lessee may be required to execute such further instruments as may be necessary to evidence the relinquishment.

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, or assigns of the respective parties hereto.

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

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957 as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases issued thereto.

ADDENDUM TO LEASE 79- 0200

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 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."

Date: MAR 8 1979

BOARD OF LAND COMMRS

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

BY: Duncan E. Swan
Commissioner of Public Lands-Secretary

LESSEE:

BY: [illegible]

181810

RECORDED October 23 1980 2:00 P M
IN BOOK 60 O & G PAGE 132
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE CO[illegible] PINEDALE WYOMING

[illegible]

139

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.

SEAL

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 8th day of March, A. D. 1979.

Oscar E. Swan
OSCAR E. SWAN
COMMISSIONER OF PUBLIC LANDS

FACSIMILE REP [redacted] y Tallock's

[redacted]

ASSIGNMENT

01X6-4907[redacted]

File 4907654

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ Arlene Chavez, c/o I. A. Chorney Exploration 732 Metrobank Building, 475 17th Street, Denver, Colorado 80202, **assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number** 79-0200, **and covering land situate in** Sublette **County, Counties, described as follows:**

Township 35 North, Range 113 West, 6th P.M.
Section 36: All

Oct 23 1980 2:00 P.M.
181831
IN BOOK 60 Misc PAGE 411
FEES 10.00 Paid Utah COUNTY CLERK
SUBLETTE COUNTY CLERK

181831

and containing 640.00 **acres more or less, for and in consideration of the sum of** Ten and more **Dollars ($** 10.00 + **) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto** Cities Service Company, P. O. Box 300 **of** Tulsa, Oklahoma 74102, **assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:**

Same lands described above

(The Assignor is requesting no reassignment rights; however, this Assignment is made subjec to the previous reassignment obligation to Marshall R. Perkins.)

and containing 640.00 **acres, more or less, reserving, however, unto assignor** a previously reserved five and one-half percent of eight-eighths (5 1/2% of 8/8ths) overriding royalty

---

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

IN WITNESS WHEREOF, this instrument executed this 30th **day of** January, 1980.

WITNESS:

Arlene Chavez **Assignor-Lessee**

By _____ **President**

Attest:

_____ **Secretary**

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of MASSACHUSETTS
County of Norfolk } **ss.**

On this 5th **day of** Feb, **A. D. 1980, before me personally appeared** Arlene Chavez **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 5th **day of** February, **A. D. 19**80.

Ronald A Fant
Notary Public

(SEAL)

My Commission expires: M[illegible]

ACKNOWLEDGEMENT (For use by Corporation)

State of _____
County of _____ } **ss.**

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

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

(SEAL)

_____
Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: June 5, 1980 without binding the State for the payment of any overriding royalty, and further, that approval shall not operate as any *

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.)

*change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment.
et

Form Approved: 3-2-50
5,000 April 1959

141

143

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

510

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-35964

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Energetics, Inc.
102 Inverness Terrace East
Englewood, Colorado 80112

1.

RECEIVED

RECORDED SEP 15 1980 AT 9 AM.
IN BOOK 114 PAGE 510-13 GREEN RIVER, WYO.
NO. 830242 ALBERT E. PESCO, COUNTY CLERK

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

181848

RECORDED Oct. 27 1980 9:36
IN BOOK 60 Misc PAGE 142
FEES $8.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Hill

T. 29 N., R. 111W., 6th PM
Section 12: NE¼NW¼
Section 13: NW¼NW¼
Section 23: SE¼NW¼, SE¼SW¼
Section 25: NE¼NE¼

(containing 200.00 acres m/l in Sublette County, WY)

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

511

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 6.25% 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 11th day of February, 19 80

Darvin Wolf (Assignor's Signature)

P.O. Box 1715
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1980 By [signature]
ACTING (Authorized Officer)
Chief, Oil & Gas Section
(Title)
JUL 21 1
(Date)

[redacted] form may be reproduced provided that [redacted] exact reproductions on one sheet of both sides of this official [redacted] [redacted] [redacted]

[redacted] RT II [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 th assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,0 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio in each leasing district in Alaska.

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

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

RIDER

In the event that Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify assignor by forty-five (45) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of thirty (30) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to assignor, and Assignee shall then execute an assignment of said oil and gas lease to assignor. Assignee herein assumes no liability whatsoever, either through error or negligence, for failure to notify or reassign, except to an amount equal to original consideration paid.

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 assi ment but not set out therein. If payments out of producti are reserved by assignor, outline in detail the amou method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a d initely described portion of the leased lands creat separ leases. Assignee, upon approval of assignme becomes lessee of the Government as to the assig interest and is responsible for complying with *all* lea terms and conditions, including timely payment of ann rental and maintenance of any required bond; *except* in t case of assignment of undivided interests, royalties, a operating agreements.

6. A copy of the executed lease, out of which this assi ment is made, should be made available to assig 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 U. S. If 10 percent or more of the stock of any class is owned controlled by or on behalf of any one stockholder, a separ showing of his citizenship and holdings *must* be f ish

If evidence of qualifications and ownership previously been furnished as required by the above, refere by serial number of record in which it was filed together w a statement as to any amendments. Qualifications of assig *must* be in full compliance with the regulations (43 CFR 310

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

[redacted] [redacted] [redacted] 513

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

MONTANA 065500

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation
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 21st day of February , 19 80

ENERGETICS, INC.

ATTEST:

Assistant Secretary

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.

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO } ss.
County of DENVER }

On this 11th day of February, A. D. 19 80, before me personally appeared Marvin Wolf 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 11th day of February, A. D. 19 80

Notary Public

(SEAL)

My Commission expires: November 9, 1983

511 16th ST ITE 222 DENVER CO 80202 (303) 893-1681

145

494

Form 3106–5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-67562

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RECEIVED
Sweetwater County
Green River, Wyo.

Energetics, Inc.
102 Inverness Terrace East
Englewood, Colorado 80112

RECORDED SEP 15 1980 AT 9 M.
IN BOOK 714 PAGE 494-1 GREEN RIVER, WYO.
NO. 830238 ALBERT E. PESCO, COUNTY CLERK

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* May 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 28 North, Range 110 West, 6th P.M.
Section 32: N½NW¼, SE¼NW¼, SW¼SW¼, SE¼

Containing 320.00 Acres
Sublette County, Wyoming

1980
Oct 27, 9:20 A.M.
BOOK 60 PAGE 145
RECDS Lori J. Hale COUNTY CLERK
by Dorothy Miller

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

495

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 6¼%

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 16th day of February, 19 80

Joe Lyon
(Assignor's Signature)
Joe Lyon, Jr.

600 East Capitol Street
(Assignor's Address)

Salt Lake City, Utah 84103
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1980

By L. K. Spencer
ACTING (Authorized Officer)
Chief, Oil & Gas Section
(Title)

JUL 21 1980
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form and comply with the provisions of 43 CFR 3.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] 6

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

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

STATE OF Utah
COUNTY OF Salt Lake } ss

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16 day of February, 1980, personally appeared Joe Lyon, Jr. and Chas E. Dodge, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 27th 1983 Vicki B. Hatch
1045 - 525 S. 7 E. S.L. Utah Notary Public

STATE OF _____ } ss.
COUNTY OF _____

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

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

My Commission Expires: _____

Notary Public
Residing at

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

MONTANA 065500

3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] 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 21st day of February , 19 80

ENERGETICS, INC.

ATTEST:

Assistant Secretary

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.

In the event Assignee shall at any time desire to surrender said lease as to all or any part of the above-described lands, Assignee shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the next anniversary date of the lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignee thereof within fifteen (15) days after receipt by Assignor of such notice, whereupon Assignee shall, in due course, reassign to Assignor all of such interest. In the event Assignor does not elect to re-acquire said lease as to the lands to be surrendered, as aforesaid, then Assignee may surrender such lease to the Lessor, or parties then entitled thereto, in accordance with the terms of such lease, and Assignor agrees to join in the execution and delivery of such instrument of surrender as may then be reasonably necessary. Liability of this reassignment rider to Assignee shall be limited to the cash consideration paid for said oil and gas lease.

Initialed for Identification

ASSIGNMENT OF OVERRIDING ROYALTY

The undersigned, GEORGE. R. COOK, P.O. BOX 922, CASPER, WYOMING 82602, as Assignor, does hereby bargain, sell transfer, convey and assign to G.R. AND BETTY S. VERONDA, JTWROS, whose address is 3311 SOUTH COFFMAN, CASPER, WYOMING 82602, as Assignee, an overriding royalty of FOUR PERCENT 04% of 8/8ths %, 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 WY- 53095, to-wit:

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

Section 34: ALL

Section 35: ALL

Containing 1280.00 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 29th day of October, 1980.

181952

RECORDED Oct 31 1980 8:00 A.M.
IN BOOK 60 Misc
RECORDED Lucy Yahn COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Deputy Jill Stevens

ASSIGNOR:

George Cook

STATE OF WYOMING)

COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by GEORGE R. COOK this 29 day of October, 1980.

Witness my hand and official seal.

DEAN L. BLOWER Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 19 1983

Dixie L. Blower
Notary Public

148+149

150

Mid-Continent Association W. Regional

601

MINTZEL BLUE PRINT CO
134 N. CENTER
CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

W-69,659

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jack J. Grynberg

1050 17th Street, Suite 1950, Denver, CO 80265

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Celeste C. Grynberg

1050 17th Street, Suite 1950, Denver, CO 80265

(hereinafter called Assignee), all of his interest in and to the oil and gas lease dated 16 May, 1979, from Mrs. Anna Hopkins, a widow of Odgen, Utah, Lessor, to Jack J. Grynberg, Lessee, recorded in book 57, page 496, insofar as said lease covers the following described land in Sublette County, State of Wyoming

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

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

Register of Deeds.

When recorded
Return to .....

T 32 N - R 114 W
Sec. 10: SE¼SE¼
Sec. 11: SW¼SW¼

141962

RECORDED the 30th day 19 79 at 2:24 PM
IN BOOK 61 of M. R. PAGE 250
FEE $6.00 Laverne Clarke COUNTY CLERK
SUBLETTE COUNTY, STATE OF WYOMING
by Lee Ann Clay Deputy

of Section ....., Township ....., Range....., and containing 80.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

Reserving however, unto the Assignors herein an overriding royalty of nil

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least Sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have Thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

EXECUTED, This NOV 29 1979 day of ....., 19...., without warranties of any kind.

.....(Seal)
Jack J. Grynberg
.....(Seal)
.....(Seal)

STATE OF COLORADO } ss.
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 NOV 29 1979 day of ..... 19..... personally appeared Jack J. Grynberg

and ..... , to 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 JUL 2 9 1981 Ann Marie Eilander
Notary Public.

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

The foregoing instrument was acknowledged before me this ..... day of ..... 19 ...
by .....

Witness my hand and official seal.
My Commission Expires:
Notary Public

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

.....
Notary Public.

(SEAL)

My Commission expires .....

No. .....

FROM .....

TO .....

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

No. Acres ..... County .....

Term .....

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

..... County Clerk.

By ..... Deputy.

When recorded return to .....

KINTZEL BLUE PRINT CO., CASPER, WYOMING

157

GENERAL CONVEYANCE, ASSIGNMENT AND TRANSFER OF OIL, GAS AND MINERAL PROPERTIES

FROM

GETTY RESERVE OIL, INC.

A DELAWARE CORPORATION

TO

GETTY OIL COMPANY

A DELAWARE CORPORATION

Effective as of August 1, 1980

211174

Recorded [illegible] 19[illegible] 8:00 A.M.
Book 64 Deeds Page 152
Fee $ 2.00 Laura Yuke County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy [illegible]

Return recorded document to:
GETTY OIL COMPANY
P. O. Box 3000
Tulsa, Oklahoma 74102
Attention: Mr. W. A. Chilton

GENERAL CONVEYANCE, ASSIGNMENT AND TRANSFER
OF OIL, GAS AND MINERAL PROPERTIES

This General Conveyance, Assignment and Transfer of Oil, Gas and Mineral Properties, from GETTY RESERVE OIL, INC., a Delaware corporation, whose address is P. O. Box 3000, Tulsa, Oklahoma 74102 (hereinafter called "Grantor"), to GETTY OIL COMPANY, a Delaware corporation, whose addresses for the purpose of this conveyance are 1437 South Boulder, Tulsa, Oklahoma 74119 and P. O. Box 1404, Houston, Texas 77001 (hereinafter called "Grantee"),

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), has Granted, Bargained, Sold, Conveyed, Assigned, Transferred, Set Over and Delivered, and by these presents does hereby Grant, Bargain, Sell, Convey, Assign, Transfer, Set Over and Deliver unto Grantee (the owner of all the issued and outstanding stock of Grantor), its successors and assigns, forever, all and singular the oil, gas and mineral properties, assets and rights of Grantor situated in the States of Alabama, Arkansas, Colorado, Florida, Idaho, Illinois, Indiana, Kansas, Louisiana, Michigan, Mississippi, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, Pennsylvania, South Dakota, Tennessee, Texas, Utah, West Virginia and Wyoming, including particularly, but without limiting the generality of the foregoing, all of the following types of property of Grantor located in each of said States:

(1) Fee lands, leasehold estates, reversionary interests and other interests and estates of every kind in real property, including oil, gas and mineral leasehold estates and leasehold estates in other minerals of every kind, mineral interests, royalty interests, overriding royalty interests, production payment interests, carried working interests, net profits interests, and all other interests payable out of or on account of or measured by oil, gas, other hydrocarbons and/or other mineral production, rights-of-way, easements, permits, licenses, surface leases, gasoline plants, processing plants, and other plants or interests therein, yards, buildings, office leases, warehouses and other structures;

(2) Personal property, fixtures, improvements and appurtenances located on or used or held for future use in connection with any of the properties or property interests described in Clause (1) above, including all oil wells, gas wells, water wells, disposal wells,

injection wells, drilling rigs and related equipment, pumping units, pumps, casings, rods, tubing, wellhead equipment, separators, tanks, pipelines, flow lines, gathering lines, valves, fittings, supplies, loading racks, lease, field and plant equipment and accessories, oil, gas, other hydrocarbons, minerals and other products in storage (whether in surface tanks or underground), automobiles, trucks and other vehicular equipment, office furniture, fixtures, office supplies, inventories, goods, chattels, merchandise, equipment, tools, accessories and implements.

(3) All contracts and agreements of Grantor pertaining to any of the property or property interests described in Clauses (1) and (2) above, including without limitation, all drilling contracts, dry-hole agreements, bottom-hole agreements, operating agreements, pooling agreements, unitization agreements, communitization agreements, farm-in agreements, farm-out agreements, gas purchase and sale contracts, division orders, transfer orders, insurance policies, performance bonds, and other bonds, and other agreements and contracts and all benefits, rights or interests thereunder; and

(4) All deposits, claims, demands, actions, rights, causes of action and choses in action of every description and all books, maps, plats, geological and geophysical data, well logs, papers, files, records, abstracts and other forms of personal property owned or hereafter acquired by Grantor pertaining or relating to the ownership, operation, development, exploration or maintenance of Grantor's oil, gas and mineral properties located in the States aforementioned; .

TO HAVE AND TO HOLD all and singular the said rights, properties and assets, together with all and singular the rights, hereditaments and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the aforedescribed rights, properties and assets into Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor and not otherwise. This General Conveyance, Assignment and Transfer is made with full substitution and subrogation of Grantee, its successors and assigns, in and to all covenants and warranties heretofore given or made in respect of the said properties, assets and rights transferred hereby, or any part thereof.

This General Conveyance, Assignment and Transfer is made by Grantor and accepted by Grantee subject to all valid and subsisting licenses, easements and rights-of-way and all valid and subsisting duties, obligations, encumbrances, exceptions, limitations, burdens, contracts and agreements, and amendments of any thereof, pertaining to or affecting any of the assets, properties and rights herein conveyed, assigned and transferred; and as part of the consideration for this General Conveyance, Assignment and Transfer, Grantee hereby assumes and agrees to pay, perform and discharge all valid and subsisting claims, duties and obligations of Grantor as owner of the properties, assets and rights hereby transferred and to assume, perform and be bound by all of the contractual obligations of Grantor contained in any and all valid and subsisting contracts, agreements, leases and other instruments covering or affecting the properties, assets and rights transferred by this General Conveyance, Assignment and Transfer which accrue from and after the effective date hereof; and without limitation of the foregoing, Grantee assumes and agrees to discharge all documentary stamp taxes and all sales and excise taxes which may arise or be alleged to have arisen by reason of the conveyance, transfer, assignment and delivery of the properties, assets and rights transferred to Grantee hereunder.

In confirmation of this General Conveyance, Assignment and Transfer, Grantor has executed and delivered to Grantee specific conveyances and assignments of certain of its properties, assets and rights, and Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, to procure, execute and deliver to Grantee, so long as Grantor is authorized by applicable law to do so, all such other and further instruments of conveyance, assignment or transfer, and all such notices, releases, acquittances and other documents, and to do or cause to be done all such other acts and things, as may be necessary or convenient more fully to convey, assign and transfer to and vest in Grantee all of the properties, assets and rights herein and hereby transferred, assigned and conveyed or intended so to be. Nothing herein contained shall be deemed to modify, limit or restrict the properties, assets and rights heretofore or hereafter conveyed, assigned and transferred to Grantee by any such specific conveyance and assignments.

For the convenience of the county clerks or recorders of any county or parish in the States of North Dakota, Louisiana and Oklahoma wherein a counterpart of this instrument is to be recorded, there is annexed to such counterpart as Exhibit A a description of the lands in such county or parish affected by the property interests transferred hereby. A similar Exhibit A will be furnished the county clerks or recorders of any of the other states listed on page one hereof if required by law for the purpose of recording this Conveyance.

This Conveyance is executed in multiple originals and shall be effective for all purposes at 12:01 A.M. on August 1, 1980, determined as to each locality in accordance with the time then generally observed in such locality.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Conveyance to be duly executed in counterparts and their corporate seals affixed hereto on the respective dates reflected in their acknowledgments hereof, by their respective officers hereunto duly authorized.

Signed, Sealed, Executed and Acknowledged by Getty Reserve Oil, Inc., in the presence of:

Sharon M. Warhouse
Witness

Witness

GETTY RESERVE OIL, INC.

By
J. M. Tharp, Jr.,
Vice President

ATTEST:

R. Kendall Sherrill
R. Kendall Sherrill,
Assistant Secretary

Signed, Sealed, Executed and Acknowledged by Getty Oil Company in the presence of:

Witness

Witness

GETTY OIL COMPANY

By
Robert V. Struebing,
Vice President

ATTEST:

John F. Sullivan
John F. Sullivan,
Assistant Secretary

This instrument prepared by:
Harold C. Harper, Attorney at Law
P. O. Box 3000
Tulsa, Oklahoma

THE STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BE IT REMEMBERED that I, _____, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 31st day of July, 1980:

(Alabama) I hereby certify that J. M. THARP, JR., whose name as Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, is signed on the foregoing Conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arkansas) Before me, the undersigned officer, personally appeared J. M. THARP, JR., who acknowledged himself to be the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(Colorado) The foregoing instrument was acknowledged before me by J. M. THARP, JR., Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(Florida) I hereby certify that on this day personally appeared J. M. THARP, JR., to me known to be the person described in and who executed the foregoing instrument as Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

(Idaho) Before me personally appeared J. M. THARP, Jr., known to me to be the Vice President of GETTY RESERVE OIL INC., a Delaware corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

157

(Illinois) I do hereby certify that before me this day in person appeared J. M. THARP, JR., personally known to me to be the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, and R. KENDALL SHERRILL, personally known to me to be the Assistant Secretary of said corporation, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth, and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and bylaws of said corporation, as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

(Indiana) Before me personally appeared GETTY RESERVE OIL, INC., a Delaware corporation, by J. M. THARP, JR., its Vice President, and R. KENDALL SHERRILL, its Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) The foregoing instrument was acknowledged before me by J. M. THARP, JR., Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(Louisiana) Before me appeared J. M. THARP, JR., to me personally known, who, being by me duly sworn, did say that he is the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and J. M. Tharp, Jr. acknowledged said instrument to be the free act and deed of said corporation.

(Michigan) The foregoing instrument was acknowledged before me by J. M. THARP, JR., Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(Mississippi) Personally appeared before me J. M. THARP, JR., the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Montana) Before me personally appeared J. M. THARP, Jr., known to me to be the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska) The foregoing instrument was acknowledged before me by J. M. THARP, JR., Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(New Mexico) The foregoing instrument was acknowledged before me this day by J. M. THARP, JR., Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(North Dakota) The foregoing instrument was acknowledged before me by J. M. THARP, JR., Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(Oklahoma) The foregoing instrument was acknowledged before me by J. M. THARP, JR., Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(Pennsylvania) Before me personally appeared J. M. THARP, JR., who acknowledged himself to be the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as its Vice President.

(South Dakota) Before me personally appeared J. M. THARP, JR., who acknowledged himself to be the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as its Vice President.

(Tennessee) Before me personally appeared J. M. THARP, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation thereto by himself as its Vice President.

(Texas) Before me personally appeared J. M. THARP, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, and acknowledged to me that he executed said instrument in the capacity therein expressed for the purposes and consideration therein expressed, and as the act of said corporation.

(Utah) On this day personally appeared before me J. M. THARP, JR., who being by me duly sworn, did say that he is the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said officer acknowledged to me that said corporation executed the same.

(West Virginia) I, a Notary Public of said County and State, do certify that J. M. THARP, JR., who signed the writing above bearing date the 31st day of July, 1980, for GETTY RESERVE OIL, INC., a Delaware corporation, has this day, in my said County, before me acknowledged said writing to be the act and deed of said corporation.

(Wyoming) The foregoing instrument was acknowledged before me by J. M. THARP, JR., the Vice President of GETTY RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the County of Tulsa, State of Oklahoma, this 31st day of July, 1980.

Notary Public

My Commission Expires:

April 1, 1981

THE STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BE IT REMEMBERED that I, D. H. Ebert, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 31st day of July, 1980:

(Alabama) I hereby certify that ROBERT V. STRUEBING, whose name as Vice President of GETTY OIL COMPANY, a Delaware corporation, is signed on the foregoing Conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arkansas) Before me, the undersigned officer, personally appeared ROBERT V. STRUEBING, who acknowledged himself to be the Vice President of GETTY OIL COMPANY, a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(Colorado) The foregoing instrument was acknowledged before me by ROBERT V. STRUEBING, Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

(Florida) I hereby certify that on this day personally appeared ROBERT V. STRUEBING, to me known to be the person described in and who executed the foregoing instrument as Vice President of GETTY OIL COMPANY, a Delaware corporation, named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

(Idaho) Before me personally appeared ROBERT V. STRUEBING, known to me to be the Vice President of GETTY OIL COMPANY, a Delaware corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

OIL COMPANY, a Delaware corporation, and JOHN F. SULLIVAN, personally known to me to be the Assistant Secretary of said corporation, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth, and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and bylaws of said corporation, as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

(Indiana) Before me personally appeared GETTY OIL COMPANY, a Delaware corporation, by ROBERT V. STRUEBING, its Vice President, and JOHN F. SULLIVAN, its Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) The foregoing instrument was acknowledged before me by ROBERT V. STRUEBING, Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

(Louisiana) Before me appeared ROBERT V. STRUEBING, to me personally known, who, being by me duly sworn, did say that he is the Vice President of GETTY OIL COMPANY, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and ROBERT V. STRUEBING acknowledged said instrument to be the free act and deed of said corporation.

(Michigan) The foregoing instrument was acknowledged before me by ROBERT V. STRUEBING, Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

(Mississippi) Personally appeared before me ROBERT V. STRUEBING, the Vice President of GETTY OIL COMPANY, a Delaware corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Montana) Before me personally appeared ROBERT V. STRUEBING, known to me to be the Vice President of GETTY OIL COMPANY, a Delaware corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska) The foregoing instrument was acknowledged before me by ROBERT V. STRUEBING, Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

(New Mexico) The foregoing instrument was acknowledged before me this day by ROBERT V. STRUEBING, Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

(North Dakota) The foregoing instrument was acknowledged before me by ROBERT V. STRUEBING, Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

(Oklahoma) The foregoing instrument was acknowledged before me by ROBERT V. STRUEBING, Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

(Pennsylvania) Before me personally appeared ROBERT V. STRUEBING, who acknowledged himself to be the Vice President of GETTY OIL COMPANY, a Delaware corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as its Vice President.

(South Dakota) Before me personally appeared ROBERT V. STRUEBING, who acknowledged himself to be the Vice President of GETTY OIL COMPANY, a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as its Vice President.

(Tennessee) Before me personally appeared ROBERT V. STRUEBING, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of GETTY OIL COMPANY, a Delaware corporation, and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation thereto by himself as its Vice President.

(Texas) Before me personally appeared ROBERT V. STRUEBING, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of GETTY OIL COMPANY, a Delaware corporation, and acknowledged to me that he executed said instrument in the capacity therein expressed for the purposes and consideration therein expressed, and as the act of said corporation.

(Utah) On this day personally appeared before me ROBERT V. STRUEBING, who being by me duly sworn, did say that he is the Vice President of GETTY OIL COMPANY, a Delaware corporation, that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said officer acknowledged to me that said corporation executed the same.

(West Virginia) I, a Notary Public of said County and State, do certify that ROBERT V. STRUEBING, who signed the writing above bearing date the 31st day of July, 1980, for GETTY OIL COMPANY, a Delaware corporation, has this day, in my said County, before me acknowledged said writing to be the act and deed of said corporation.

(Wyoming) The foregoing instrument was acknowledged before me by ROBERT V. STRUEBING, the Vice President of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the County of Tulsa, State of Oklahoma, this 31st day of July, 1980.

Ruth Pickett
Notary Public

My Commission Expires:

August 24, 1983

164

EXHIBIT "A"
TO ASSIGNMENT FROM GETTY RESERVE OIL, INC. TO GETTY OIL COMPANY
EFFECTIVE August 1, 1980

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
BATH, Doris MacGlashan 07-0527-000-005	STROOCK, Thomas F.	T29N-R111W Sec. 20: E½SE Sec. 21: Lots 9 and 10 Sec. 29: E½E½ Sec. 32: NENE	9/1/73-81	49	699	311.82	311.82
BUDD, Joseph L., etux 07-0533-00A-005	STROOCK, Thomas F.	T29N-R111W Sec. 6: Lots 2, 3, 4, 5, SENW, SWNE T29N-R112W Sec. 1: Lot 1, SENE T30N-R111W Sec. 31: Lots 3, 4, SESW, SWSE	6/1/73-81	49	355	476.71	19.863
NEWCOMB, Dorothea B. 07-0533-00B-005	STROOCK, Thomas F.	T29N-R111W Sec. 6: Lots 2, 3, 4, 5, SENW, SWNE T29N-R112W Sec. 1: Lot 1, SENE T30N-R111W Sec. 31: Lots 3, 4, SESW, SWSE	6/1/73-81	49	357	476.71	13.242
HUMPHREY, Elizabeth Budd, et vir 07-0533-00C-005	STROOCK, Thomas F.	T29N-R111W Sec. 6: Lots 2, 3, 4, 5, SENW, SWNE T29N-R112W Sec. 1: Lot 1, SENE T30N-R111W Sec. 31: Lots 3, 4, SESW, SWSE	6/1/73-81	49	353	476.71	6.621
TANNER, Helen D. 07-0533-00D-005	STROOCK, Thomas F.	T29N-R111W Sec. 6: Lots 2, 3, 4, 5, SENW, SWNE T29N-R112W Sec. 1: Lot 1, SENE T30N-R111W Sec. 31: Lots 3, 4, SESW, SWSE	6/1/73-81	49	376	476.71	19.863

165

EXHIBIT "A" CONTINUED

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
BUDD, John S., etux 07-0533-00E-005	STROOCK, Thomas F.	T29N-R111W Sec. 6: Lots 2, 3, 4, 5, SENW, SWNE T29N-R112W Sec. 1: Lot 1, SENE T30N-R111W Sec. 31: Lots 3, 4, SESW, SWSE	6/1/73-81	49	385	476.71	6.621
BUDD, Burr, etux 07-0533-00F-005	STROOCK, Thomas F.	T29N-R111W Sec. 6: Lots 2, 3, 4, 5, SENW, SWNE T29N-R112W Sec. 1: Lot 1, SENE T30N-R111W Sec. 31: Lots 3, 4, SESW, SWSE	6/1/73-81	49	400	476.71	6.621
CHAPEL, Elizabeth 07-0534-00A-005	STROOCK, Thomas F.	T28N-R112W Sec. 24: Lots 9, 11, SESW Sec. 25: Lots 2, 5, N½NW, SENW Sec. 26: Lots 1 and 7	4/3/73-81	49	275	294.27	147.14
FIRST National Bank of Kemmerer, Trustee of The Fear Family Trust 07-0534-00B-005	STROOCK, Thomas F.	T28N-R112W Sec. 24: Lots 9, 11, SESW Sec. 25: Lots 2, 5, N½NW, SENW Sec. 26: Lots 1 and 7 T29N-R111W Sec. 28: Lots 2, 3, 4, 8, 9, S½NW, N½SW, SWSW	12/29/72-80	48	628	643.90	234.55
MEYER, Claudie M., etvir -0534-00C-005	STROOCK, Thomas F.	T29N-R111W Sec. 28: Lots 2, 3, 4, 8, 9, S½NW, N½SW, SWSW	6/6/73-81	49	351	349.03	87.50

EXHIBIT "A" CONTINUED

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
FEAR RANCHES, INC. 07-0536-000-005	STROOCK, Thomas F.	T35N-R111W Sec. 7: Lots 3, 4, E½SW, W½SE, SESE Sec. 17: SW, SWNW Sec. 18: Lots 1, 2, E½NW, NE, N½SE, SESE Sec. 19: NENE Sec. 20: N½NW, SWNW, N½SW, SESW	12/29/72-80	48	614	1187.10	1187.10
FEAR RANCHES, INC. 07-0537-000-005	STROOCK, Thomas F.	T29N-R111W Sec. 2: Lots 1, 2, 3, 4, 7, 8 and 9 Sec. 3: Lots 1, 2, 3, 4, 7, 8, 9, 14, NESE Sec. 4: Lots 1, 2, 3, 4, 7, 8, SWNE, S½NW, N½SW, SWSW Sec. 5: Lot 1, SENE, E½SE	12/29/72-80	48	620	1136.11	1052.18
FEAR RANCHES, INC. 07-0538-000-005	STROOCK, Thomas F.	T30N-R111W Sec. 32: S½NESE, SESE Sec. 33: NENWSW, S½NWSW, S½SWSE Sec. 34: S½ Sec. 35: NWSW, S½SW	12/29/72-80	48	618	550.00	550.00
FEAR RANCHES, INC. 07-0539-000-005	STROOCK, Thomas F.	T35N-R111W Sec. 5: SWNW, SW Sec. 6: Lots 1, 2, 3, 4, S½NE, SENW, NESE T36N-R111W Sec. 31: Lot 4, SESW, SWSE	12/29/72-80	48	616	631.15	631.15
FEAR RANCHES, INC. 07-0540-000-005	STROOCK, Thomas F.	T35N-R112W Sec. 1: W½SW Sec. 2: Lots 3, 4, S½N½, S½ Sec. 11: SESE Sec. 12: W½NW, N½SW, SWSW Sec. 13: W½NW, NWSW Sec. 14: N½NE, SENE	12/29/72-80	48	612	1120.04	1120.04

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
EAR RANCHES, INC. 07-0541-000-005	STROOCK, Thomas F.	T35N-R112W Sec. 12: SESW, SWSE, E½SE Sec. 13: NE, E½NW, NESW, N½SE	12/29/72-80	48	610	520.00	520.00
IRST NATIONAL BANK of emmerer, Trustee of The ear Family Trust 07-0542-000-005	STROOCK, Thomas F.	T29N-R111W Sec. 3: Lots 10, 11, 12, 13 and 16 Sec. 4: Lot 6 Sec. 5: Lots 2, 3, 4, SWNE, W½SE, SW, S½NW Sec. 6: That portion of the E½SE lying Easterly and Northerly of the Northeasternly right-of-way line of St. Hwy #189 (24 ac.) Sec. 7: SE Sec. 8: All	12/29/72-80	48	624	1459.08	1459.08
FIRST NATIONAL BANK of Kemmerer, Trustee of The Fear Family Trust 07-0543-000-005	STROOCK, Thomas F.	T29N-R111W Sec. 9: Lots 1, 2, 3, 4, 5, 6, 7, 8, SENE, NESW, W½W½ Sec. 16: W½W½, SESW Sec. 17: N½, N½SW, NESE	12/29/72-80	48	622	1146.22	1146.22
FIRST NATIONAL BANK of Kemmerer, Trustee of The Fear Family Trust 07-0545-000-005	STROOCK, Thomas F.	T29N-R111W Sec. 18: Lots 1, 2, E½NW, NE, N½SE Sec. 21: Lots 3, 8, 11, 12, N½NW T29N-R112W Sec. 11: E½NE, SWNE, SENW, NESW, N½SE Sec. 12: W½NE, NW, N½S½, SESE Sec. 13: E½NE	12/29/72-80	48	630	1441.41	1441.41

EXHIBIT "A" CONTINUED

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
FIRST NATIONAL BANK of Kemmerer, Trustee of The Fear Family Trust 07-0544-000-005	STROOCK, Thomas F.	T28N-R111W Sec. 5: Lots 2, 3, S½NW, W½SW Sec. 7: Lots 1, 2, 3, 4, E½, E½W½ Sec. 18: Lots 2, 3, 4, NWNE, E½W½ Sec. 19: Lot 1 T29N-R111W Sec. 33: SESE Sec. 34: W½SW LESS: 150 acres out of Sec. 34-29N-111W and Secs. 5, 7, 18 and 19-28N-111W, as such exception is described in Warranty Deed dated June 23, 1931, Rec. in Book 1 of Deeds at Page 381, Sublette Co.	12/29/72-80	48	632	1050.51	1050.51
FIRST NATIONAL BANK of Kemmerer, Trustee of The Fear Family Trust 07-0546-000-005	STROOCK, Thomas F.	T28N-R111W Sec. 6: Lots 9, 10, S½NE, SESW, SE T28N-R112W Sec. 1: Lots 14, 15 and 16 Sec. 12: Lots 1, 2, 3, 6, 7, 8, 9, 10, 13 and 14 Sec. 13: Lots 1, 2, 5, 8, 9, 12, SWSE Sec. 24: Lots 1, 2 and 3	12/29/72-80	48	626	1039.60	1039.60
GREENWOOD, James A. Jr., etux 07-0547-000-005	STROOCK, Thomas F.	T30N-R111W Sec. 32: N½NESE Sec. 33: NWNWSW, S½SW, N½SE, N½SWSE, SESE	4/2/73-81	49	285	250.00	250.00
GUIO, Kenneth, etux 07-0533-000-005	STROOCK, Thomas F.	T29N-R111W Sec. 6: Lots 2, 3, 4, 5, SENW, SWNE T29N-R112W Sec. 1: Lot 1, SENE T30N-R111W Sec. 31: Lots 3, 4, SESW, SWSE	1/5/73-81	48	634	476.71	278.1[illegible]

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
ARBLE, Frederic W., etux 7-0534-00D-005	STROOCK, Thomas F.	T29N-R111W Sec. 28: Lots 2, 3, 4, 8, 9, S½NW, N½SW, SWSW	6/7/73-81	49	697	349.03	43.75
IRST NATIONAL BANK & TRUST O. OF WYOMING 7-0534-00E-005	STROOCK, Thomas F.	T29N-R111W Sec. 28: Lots 2, 3, 4, 8, 9, S½NW, N½SW, SWSW	6/7/73-81	49	694	349.03	87.50
OTTS, Lois Frances 7-0534-00F-005	STROOCK, Thomas F.	T29N-R111W Sec. 28: Lots 2, 3, 4, 8, 9, S½NW, N½SW, SWSW	6/7/73-81	49	692	349.03	43.75
ORRIS, Monte [redacted]558-000-005	STROOCK, Thomas F.	T30N-R111W Sec. 31: SENE, E½SE less 10 acres described as Town Blocks 1, 2, 3 and 4 in the Corporate Limits of Big Piney, Wy. Sec. 32: S½NW, SW, W½SE T29N-R111W Sec. 6: Lot 1 (39.58 acres), SENE	4/3/73-81	49	281	509.58	509.58
ALMER, Florence M., etvi 7-0559-000-005	STROOCK, Thomas F.	T29N-R111W Sec. 17: NWSE, S½SE Sec. 20: NE, NWSE	6/8/73-81	49	371	320.00	320.00
UIO, Kenneth, etux 7-1233-00A-005	STROOCK, Thomas F.	T30N-R111W Sec. 30: E½ except Townsite of Marbleton described as follows: Beginning at the ¼ cor. in the East Boundary of said Sec. 30; thence N 1980'; thence W 2920'; thence S 2640'; thence E2920'; thence N 660' to beginning, containing 176.97 ac, m/l T30N-R112W Sec. 36: SENE, E½SE T30N-R111W Sec. 31: NENE	5/22/78/83	56	373	320.02	270.02

120

EXHIBIT "A" CONTINUED

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
MILLER, Jean M. Muir 07-0529-00A-005	STROOCK, Thomas F.	T31N-R113W Sec. 24: SWSW Sec. 25: W½ Sec. 26: NENE Sec. 35: NESE Sec. 36: W½	10/5/73-83	50	243	760.00	76.00
MILLER, Phyllis Muir,etvir 07-0529-00B-005	STROOCK, Thomas F.	(Same as previously described)	10/5/73-83	50	241	760.00	76.00
MUIR, Ann I. 07-0529-00C-005	STROOCK, Thomas F.	(Same as previously described)	10/5/73-83	50	237	760.00	76.00
MOUNTS, Dorothy P.,etvir 07-0529-00D-005	STROOCK, Thomas F.	(Same as previously described)	10/5/73-83	50	239	760.00	76.00
MILLER, Jean M. Muir 07-0529-00E-005	STROOCK, Thomas F.	(Same as previously described)	5/5/76-86	52	670	760.00	25.34
MUIR, Ann I. 07-0529-00F-005	STROOCK, Thomas F.	(Same as previously described)	5/5/76-86	52	668	760.00	25.34
MOUNTS, Dorothy P.,etvir 07-0529-00G-005	STROOCK, Thomas F.	(Same as previously described)	5/5/76-86	52	639	760.00	25.34
SPENCER, Charles F., etux 07-0531-000-005	STROOCK, Thomas F.	T30N-R113W Sec. 1: Lots 3 and 4 T31N-R113W Sec. 26: SESE Sec. 36: E½	10/5/73-83	50	260	440.00	440.00

EXHIBIT "A" CONTINUED

COUNTY OF SUBLETTE STATE OF WYOMING

ESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
AY, Helen E. -0532-000-005	STROOCK, Thomas F.	Township 30 North, Range 112W Sec. 26: SWNW, NWSW, SWSW Sec. 27: S½NE, N½SE, SESE Sec. 34: N½NE, E½NW	6/6/73-81	49	369	480.00	480.00
IO, Kenneth,etux -0549-000-000	STROOCK, Thomas F.	T30N-R112W Sec. 4: SW, W½SE Sec. 5: Lots 3, 4, SE, E½SW, NWSW, W½SWNE, SESWNE Sec. 6: Lots 1, 2, 6, S½NE, NWSE, NESW Sec. 8: NENE, N½NW Sec. 9: NW, W½NE, NENE	1/5/73-81	48	640	1285.57	1285.57
IO, Kenneth, etux -0550-000-005	STROOCK, Thomas F.	T30N-R112W Sec. 5: S½NW	1/5/73-81	49	45	80.00	80.00
IO, Kenneth, etux -0551-000-005	STROOCK, Thomas F.	T31N-R114W Sec. 29: S½SW, SWSE Sec. 32: NWNW T31N-R113W Sec. 27: SWNW, SW, S½SE Sec. 28: SENW, S½NE, SESW, SE Sec. 33: NENW, N½NE Sec. 34: N½NE, NW	1/5/73-81	49	96	1120.00	1120.00
SON, James F.,etux 3-000-005	STROOCK, Thomas F.	T30N-R112W Sec. 5: SWSW Sec. 6: Lot 7, SESW, E½SE, SWSE Sec. 7: Lot 1, NENW, NENE Sec. 9: NESE T30N-R113W Sec. 1: S½N½, SE, N½SW, SESW Sec. 2: Lot 1 Sec. 12: NENE	4/5/73-81	49	277	1151.38	1151.38

172

EXHIBIT "A" CONTINUED

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
MICKELSON, James F. (cont'd)		T31N-R113W Sec. 34: S½NE, NESE Sec. 35: NWSW, SESW, S½SE					
MICKELSON, James F,etux 07-0555-000-005	STROOCK, Thomas F.	T30N-R112W Sec. 15: NENW, S½NW, SW Sec. 21: NENE Sec. 22: N½NW, SWNW, NE, N½SE	4/5/73-81	49	279	680.00	680.00
MILLEG, George, etux 07-0556-000-005	STROOCK, Thomas F.	T30N-R112W Sec. 35: E½NE Sec. 36: NW, N½NE	4/2/73-81	49	283	320.00	320.00
NORRIS, Monte 07-0557-00A-005	STROOCK, Thomas F.	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	4/3/73-81	49	291	640.00	320.00
BALL, Frank D. III, etux 07-0557-00B-005	STROOCK, Thomas F.	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	4/2/73-81	49	289	640.00	320.00

EXHIBIT "A" CONTINUED

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES
ICKELSON, James F.,etux 7-0554-00A/00B-005	STROOCK, Thomas F.	TRACT I T30N-R111W Sec. 19: Lots 1,2,3,4,E½W½, S½NE, N½SE, SWSE T30N-R112W Sec. 9: SENE Sec. 11: SWSW, S½SE Sec. 12: SESW, SWSE Sec. 13: W½NE, NW Sec. 14: N½NE, SE Sec. 23: 2 acres in the NW Corner of NE¼ Sec. 24: E½E½	1/5/73-81	48	643	1401.53	1401.53
		TRACT II T30N-R112W Sec. 10: S½NW, S½ Sec. 14: SW, S½NW, NWNW Sec. 15: E½ Sec. 23: NW, N½SW				1240.00	1240.00
UIO, Kenneth, etux 7-0560-00A/00B-005	STROOCK	TRACT I T30N-R111W Sec. 19: SESE Sec. 20: SWSW Sec. 29: N½NW Sec. 30: Lots 1, 2, 3, 4, E½W½ Sec. 31: Lots 1, 2, E½NW, W½NE, NESW, NWSE T30N-R112W Sec. 13: S½ Sec. 23: E½ Sec. 24: W½E½, W½ Sec. 25: All Sec. 26: E½	1/5/73-81	48	637	2878.02	2802.76
		TRACT II T30N-R112W Sec. 22: SENW, NESW, S½S½ Sec. 23: S½SW Sec. 26: E½W½, NWNW Sec. 27: N½NE				600.00	460.00

COUNTY OF SUBLETTE STATE OF WYOMING

LESSOR	LESSEE	DESCRIPTION	LEASE DATE	RECORDED BOOK	RECORDED PAGE	GROSS ACRES	NET ACRES	ORR
Beulah W. Scully, et vir 07-0528-00A-005	Thomas F. Stroock	T29N-R111W, 6th PM Sec. 32: SE/4 SE/4 Sec. 33: Lot 7 T28N-R111W, 6th PM Sec. 5: Lot 4 Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, 8	10-5-78	56	627	307.48	51.25	
William H. Whitman, a single man 07-0528-00B-005	Thomas F. Stroock	Same as above	10-5-78	56	636	307.48	51.25	
Evelyne W. Johanse, et vir 07-0528-00C-005	Thomas E. Stroock	Same as above	10-5-78	56	629	307.48	51.25	
William J. McGinnis et ux etal 07-0528-00D-005	Hawthorn Oil Company	T28N-R111W, 6th PM Sec. 5: Lot 4 Sec. 6: 1, 2, 3, 4, 6, 6, 7, 8 T29N-R111W, 6th PM Sec. 32: SE/4 SE/4 Sec. 33: Lot 7	5-11-78	56	366	307.48	153.74	

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics, Inc., a Colorado corporation, 102 Inverness Terrace East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Royalty Participation Plan of Energetics, Inc. (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 2% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. 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 said leases or any extension or renewal thereof.

2. 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 said 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.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 17th day of October, 1980.

ATTEST:

ENERGETICS, INC.

[redacted]
Assistant Secretary

BY: [redacted]
P. D. Maher, Executive Vice President

182100

[redacted] November 10 19 80 8:00 A.M.
[redacted] 60 Ord PAGE 176
[redacted] & Co Lucy Yake COUNTY CLERK
[redacted]

176

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated 17th day of October, 1980, by and between Energetics, Inc., as Assignor, and the Royalty Participation Plan of Energetics, Inc., as Assignee, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
WY-293-001	USA-W-68117	Ole M. Hanson	7-1-79	T-27-N, R-111-W Sec. 8: S/2SW/4 Sec. 17: W/2 Sec. 20: NW/4, NW/4SW/4, S/2SW/4, SE/4	59	7
WY-293-003	USA-W-59776	Dorothy Langley	9-1-77	T-27-N, R-111-W Sec. 20: NE/4SW/4	-	-

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared P. D. Maher, Executive Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGERTICS, 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 17th day of October, 1980.

My Commission Expires:
My Commission Expires Aug. 7, 1984

Notary Public

Signed & filed May 16, 1980

448

Producers 88 Spec.
Wyo. Leg

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT Made and entered into this 6th day of May, 19 80 by and between

Eldon M. Spicer & Beverly M. Spicer, husband and wife
Box 1336, Rock Springs, WY 82901

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

Thomas F. Stroock
Box 2875, Casper, WY 82602

of , hereinafter called lessee:

WITNESSETH That the lessor, for and in consideration of ten and more---------- DOLLARS

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

See attached Rider for land description:

RECORDED November 2 1982 1:30 PM
IN BOOK A-4 Misc PAGE 179
FEES $12.00
COUNTY CLERK
COUNTY CLERK

449

Five

of Section , Township , Range , and containing 1,194.87 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, WY, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Thousand One Hundred Ninety Four and 87/100---DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the Presence of:

Eldon M. Spicer (SEAL)

Eldon M. Spicer

Beverly M. Spicer (SEAL)

Beverly M. Spicer

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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

STATE OF Wyoming)
COUNTY OF Sweetwater) ss.

BEFORE ME the undersigned a Notary Public in and for said County and State on this day of May 6th 1980 personally appeared Eldon M. Spicer and Beverly M. Spicer husband and wife

and

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

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

My Commission Expires 8-10-81

L. Leon Crookston
Notary Public.

Residing at Rock Springs Wyo. 82901

PUBLIC
WATER COURT

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

STATE OF)
COUNTY OF) ss.

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

and

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

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

My Commission Expires

Notary Public.

Residing at

ACKNOWLEDGMENT (For use by Corporation)

State of)
County of) ss.

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

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

Notary Public.

(SEAL)

My Commission expires

832866

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 517 Page 45-52 of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

RIDER

Township 25 North, Range 104 West 6th P.M.
Section 28: SWNW
Section 33: SESW

Township 26 North, Range 105 West 6th P.M.
Section 2: SESW
Section 2: Lot 2, SWNE, NWSE, NESW
Section 11: W½SW
Section 14: W½NW

Township 27 North, Range 104 West 6th P.M.
Section 7: SENE, N½SE, SWSE
Section 18: E½NW, NWNE, NESW
Section 19: Lot 3

Township 27 North, Range 105 West 6th P.M.
Section 24: SENE
Section 24: W½SE
Section 25: NWNE, NENW

Township 28 North, Range 104 West 6th P.M.
Section 33: W½W½

Township 28 North, Range 105 West 6th P.M.
Section 28: SESW

832866

Form 4100-5
(March 1969)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1566

Lease Serial No. W 39376

Lease effective date
May 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address (include zip code)

3555 NW 58th Street, Oklahoma City, Oklahoma 73112

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 28 North, Range 111 West, 6th P.M.
Section 9: W/2NE/4, W/2, NW/4SE/4

Containing 440.00 acres, more or less
Sublette County, Wyoming

182109

RECORDED November 10 1980 11:30 A.M.
IN BOOK 60 O+G PAGE 182
FEES $ 8.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	none
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	5.2% of 8/8t.

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 19th day of August, 19 80

(Assignor's Signature)
Douglas H. Willson

240 Denver Club Bldg.
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1980

By Thomas W. Lamc
(Authorized Officer)

Chief, Oil & Gas Section

OCT 28 1980
(Date)

005405

/Claimc

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. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____ .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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)

_____
(Assignee'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.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the 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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

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 August, 19 80, personally appeared Douglas H. Willson

and

, to 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 October 26, 1981

Betty C. Brownson
Notary Public

185

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Lease Serial No. W 38072

Lease effective date February 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Woods Petroleum Corporation

Address *(include zip code)*
3555 NW 58th Street, Oklahoma City, Oklahoma 73112

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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 111 West, 6th P.M.
Section 2: Lots 14, 15
Section 3: Lots 15, 17, 18
Section 4: Lot 10
Section 9: NE/4NE/4, SE/4SE/4
Section 15: W/2
Section 27: NE/4, NE/4NW/4
Section 28: Lot 5
Containing 770.69 acres, more or less
Sublette County, Wyoming

RECORDED Nov 10, 1980 11:40 AM
IN BOOK 60 Oil & G PAGE 185
FEES $ 8.50 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

182110

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	none
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	5.2% of 8/8

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 19th day of August, 1980.

(Assignor's Signature)
Douglas H. Willson

240 Denver Club Bldg.
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1980

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 28 1980
(Date)

005104

[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. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____ .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee is is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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) (Assignee'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.

INSTRUCTIONS

1. *Use of Form* -- Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* -- File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the 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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* -- If assignee is *not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* -- Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE -- The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

157

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 August, 19 80, personally appeared Douglas H. Willson

and

, to 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 October 26, 1981

Betty C. Brownson
Notary Public

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

Pauline P. Panos
P. O. Box 151073
Salt Lake City, Utah 34115

W 62521
(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 114 W, 6th Prin Mer
Sec 10: Lots 1, 2, 3, 4, S½N½, SW¼, NE¼SE¼, W½SE¼
Sec 11: Lot 4, SW¼NW¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on APR 7 19

Containing a total of	**550.32**	acres	Annual Rental . . . . . $ **551.00**

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 1978

THE UNITED STATES OF AMERICA

By Glenna On. Pine
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

182125

APR 18 1978
(Date)

RECORDED November 12 1980 8:00 AM
IN BOOK 60 D & O PAGE 155
FEES $ 8.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevie

FOR CLAIMAI

155

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

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

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

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

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

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

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

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

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

(h) *Well records.*—To keep a daily drilling record, a log, and complete [illegible] well surveys and [illegible] in form acceptable to the lessor of all wells drilled on 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:

(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; [illegible] removing, damaging or removing fossils, historic or prehistoric ruins, 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 to the extent deemed necessary by the lessor to fill any pits, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased lands and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by 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 use of 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 the leased 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, 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 extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The gas 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 in the field 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 resulting 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 and State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency 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 leased lands 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 (other than that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for the 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 and equipment determined by the lessor to be necessary for the 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 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 [illegible] 431, 432, and 433, Title 18, U.S.C., relating to [illegible] entered into and form a part of this lease so far as the same may be applicable.

[illegible] - 1977 - 782-047

[redacted] [redacted] [redacted] 27

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

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

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

Management Agency *(name)*

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

Address *(include zip code)*

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109–5 (August 197

GPO 849 - 2

191

04-249-547-2

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W 62521

Lease effective date
May 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Mesa Petroleum Co.

Address *(include zip code)*
P. O. Box 2009
Amarillo, Texas 79189

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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 114 West, 6th P.M.
Section 10: Lots 1,2,3,4, S½N½, S½, NE¼SE¼, N½SE¼
11: Lot 4, SW¼NW¼
Sublette County, Wyoming

650.32 Acres

182126

RECORDED November 12 1980 8:00 A M
IN BOOK 60 Misc PAGE 191
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5.00%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 26 day of May , 1980 .

Pauline P Panos
(Assignor's Signature)
Pauline P. Panos

P.O. Box 151073
(Assignor's Address)

Salt Lake City, Utah 84115
(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 effective JUL 1 1980

By Harold G Stinchcomb
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations
(Title)

NOV 4 1980
(Date)

000516

[redacted] [redacted] [redacted] official form.

[redacted] ART 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 [X] Corporation. If other than an individu assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 char able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in e leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of otl parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

Delaware

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land M agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accrui under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of a drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by t lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 13th day of June , 1980 .

MESA PETROLEUM CO.

By: _____ P. O. Box 2009
(Assignee's Signature) Vice President (Assignee's Address)

ATTEST: SEAL

By: _____ Amarillo, Texas 79189
Assistant Secretary (City) (State) (Zip Cod

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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdicti on.

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the 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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statem giving the names of any other parties who will have interest in the lease. Within fifteen (15) days after filing of the assignment, the assignee and all such ot interested parties *must* submit, together with evidence their qualifications to hold the lease interest, separa signed statements giving the nature and extent of interest of each, the nature of agreement between th if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* — Approval of assignment of a finitely described portion of the leased lands cre separate leases of the retained and the assigned porti It does *not* change the terms and conditions of the l or the lease anniversary date for purposes of paymen annual rental.

6. A copy of the lease out of which this assignment is r should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

U.S. Government Printing Office: 1980-677-654/40

ASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least forty (40) days in advance of the aniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor thereunder elect to receive such reassignment same will be delivered by Assignee prior to the Aniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by Pauline P. Panos.

This 26 day of May, 1980.

WITNESS my hand and official seal.

My Commission Expires:

8-17-80

Notary Public

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

Edward H. Judson
1804 First National Bank Bldg.
Midland, TX 79701

W 68454
(Serial Number)

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

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

T 27 N, R 111 W, 6th Prin Mer
Sec 28: SW¼SW¼

U. S. Geological Survey reports land in lease were not within a known Geologic Structure on AUG 1 197

Containing a total of	**40**	acres	Annual Rental . . . . . $ **40.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: SEP 1 1979

THE UNITED STATES OF AMERICA

By Alma M. Lance
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

182161

AUG 8 1979
(Date)

RECORDED November 14 1980 8:00 A M
IN BOOK 60 Misc PAGE 194
FEES $6.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Claimant

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.
(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

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

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

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

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form [illegible] 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:

(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 fos[illegible] historic or prehis[illegible] surfaces and upon any partic[illegible] total relinquishment or the cancellation or expiration o[illegible] lease, or at any other time prior thereto when required a[illegible] the extent deemed necessary by the lessor to fill any pits, d[illegible] and other excavations, remove or cover all debris, and so[illegible] reasonably possible, restore the surface of the leased lan[illegible] access roads to their former condition, including the remo[illegible] structures as and if required. The lessor may prescribe the[illegible] to be taken and restoration to be made with respect to the[illegible] lands and improvements thereon whether or not owned b[illegible] United States. *Antiquities and objects of historic va[illegible]* When American antiquities or other objects of historic or s[illegible]fic interest including but not limited to historic or preh[illegible] ruins, fossils or artifacts are discovered in the performan[illegible] this lease, the item(s) or condition(s) will be left intac[illegible] immediately brought to the attention of the contracting offi[illegible] his authorized representative.

(r) *Overriding royalties.*—Not to create overriding ro[illegible] in excess of five percent except as otherwise authorized i[illegible] regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliv[illegible] to the lessor in good order and condition the land leased i[illegible] ing all improvements which are necessary for the preservat[illegible] producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to perm[illegible] joint or several use easements or rights-of-way, including[illegible] ments in tunnels upon, through, or in the lands leased, occ[illegible] or used as may be necessary or appropriate to the work[illegible] the same or of other lands containing the deposits descri[illegible] the act, and the treatment and shipment of products there[illegible] or under authority of the Government, its lessees or permi[illegible] and for other public purposes.

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

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

(d) *Helium.*—Pursuant to Section 1 of the act as amen[illegible] the ownership of helium and the right to extract or have[illegible] tracted from all gas produced under this lease, subject to[illegible] rules and regulations as shall be prescribed by the Secreta[illegible] the Interior. If the lessor elects to take the helium, the l[illegible] shall deliver all or any portion of gas containing the same t[illegible] lessor, in the manner required by the lessor, at any point o[illegible] leased premises, or, if the area is served at the time of produ[illegible] by a gas-gathering system owned or operated by the lesse[illegible] any point in that system specified by the lessor, for extracti[illegible] the helium by such means as the lessor may provide. The re[illegible] shall be returned to the lessee, with no substantial delay i[illegible] delivery of the gas produced from the well to the owner or[illegible] chaser thereof. Save for the value of the helium extracted[illegible] lessee shall not suffer a diminution of the value of the gas[illegible] duced from the well, or loss otherwise, including any ex[illegible] caused solely by the requirement of the delivery of the g[illegible] permit the extraction of helium, for which he is not reasc[illegible] compensated. The lessor reserves the right to erect, main[illegible] and operate any and all reduction works necessary for extra[illegible] of helium on the leased premises. The lessee further agre[illegible] include in any contract of sale of gas from the lands subje[illegible] this lease provisions setting forth that the lessor owns, an[illegible] serves the right to extract or have extracted, any helium in th[illegible] sold, and that the lessor may take the gas from a pipeline o[illegible] or any other gas-gathering system and extract the helium[illegible] return the gas to the owner thereof, without delay other than[illegible] caused by the extraction process; save for the value of the he[illegible] the owner shall not suffer any diminution of the value of th[illegible] from which helium has been extracted, or any other loss a[illegible] from the extraction of helium, including any expense caused[illegible] by the requirement of the delivery of the gas to permit th[illegible] traction of helium, for which he is not reasonably compens[illegible] It is further agreed that any rights reserved vested in the l[illegible] under this paragraph shall also run to any agent or assign[illegible] the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to sectio[illegible] of the act to take royalties in amount or in value of produc[illegible]

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

Sec. 4. *Drilling and producing restrictions.*—It is a[illegible] that the rate of prospecting and developing and the quantity[illegible] rate of production from the lands covered by this lease sha[illegible] subject to control in the public interest by the Secretary o[illegible] Interior, and in the exercise of his judgment the Sec[illegible] may take into consideration, among other things, Federal[illegible] State laws, and regulations issued thereunder, or lawful a[illegible] ments among operators regulating either drilling or productio[illegible] both. After unitization, the Secretary of the Interior, or[illegible] person, committee, or State or Federal officer or agenc[illegible] authorized in the unit plan, may alter or modify from tim[illegible] time, the rate of prospecting and development and the qu[illegible] and rate of production from the lands covered by this lease[illegible]

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

Sec. 6. *Purchase of materials, etc., on termination lease.*—Upon the expiration of this lease, or the earlier ter[illegible] tion thereof pursuant to the last preceding section, the l[illegible] shall have the privilege at any time within a period of 90[illegible] thereafter of removing from the premises all machinery, e[illegible] ment, tools, and materials other than improvements neede[illegible] producing wells. Any materials, tools, appliances, machi[illegible] structures, and equipment subject to removal as above prov[illegible] which are allowed to remain on the leased lands shall be[illegible] the property of the lessor on expiration of the 90-day peri[illegible] such extension thereof as may be granted because of ad[illegible] climatic conditions throughout said period: *Provided*, Tha[illegible] lessee shall remove any or all of such property where so dir[illegible] by the lessor.

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

Sec. 8. *Heirs and successors-in-interest.*—It is fu[illegible] agreed that each obligation hereunder shall extend to an[illegible] binding upon, and every benefit hereof shall inure to, the l[illegible] executors, administrators, successors, or assigns of the respe[illegible] parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed[illegible] no Member of, or Delegate to, Congress, or Resident Com[illegible] sioner, after his election or appointment, or either befor[illegible] after he has qualified and during his continuance in office,[illegible] that no officer, agent, or employee of the Department of[illegible] Interior, except as provided in 43 CFR 7.4(a)(1), shall be[illegible] mitted to any share or part in this lease or derive any be[illegible] that may arise therefrom; and the provisions of Sec. 374[illegible] the Revised Statutes of the United States, as amended[illegible] U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18[illegible] Code, relating to contracts, enter into and form a part of[illegible] lease so far as the same may be applicable.

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-68454

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. T. D. Anderson & Sons
a partnership ----------1/2 interest
P. O. Box 136
Midland, Texas 79702

William H. Martin ------ 1/6 interest
1804 First National Bank Building
Midland, Texas 79701

R. Ben Williams ------- 1/6 interest
1804 First National Bank Building
Midland, Texas 79701

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

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

Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming

Section 28: SW/4 SW/4

Containing 40 acres, more or less

182162

FILED Nov 14 1980 8:00 A.M.
Book 60 Pt 2 PAGE 196
850 Laura Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 5/6

4. What part of the record title interest is being retained by assignor(s)? 1/6

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 he
which, when added to overriding royalties or payments out of production previously created and to the royalty pay
to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil
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 knowledg and be
and are made in good faith.

Executed this 22 day of February, 19 80.

Edward H. Judson
(Assignor's Signature)
Edward H. Judson

1804 First National Bank Building
(Assignor's Address)

Midland, Texas 79701
(City) (State) (Zip C

and willfully to make to any department or agency of
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)

196

PART II 197

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 this assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate 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.

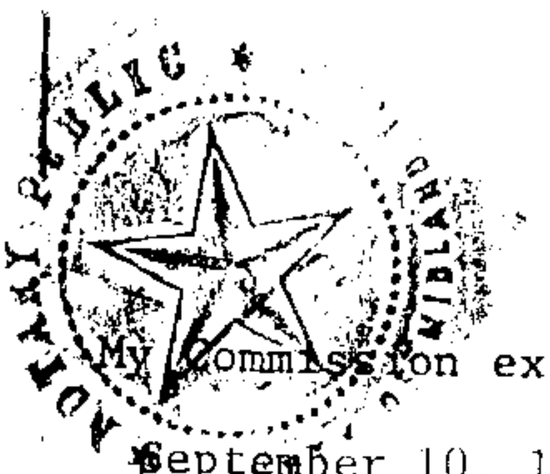
If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (d) 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 TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 22nd day of February, 1980, by EDWARD H. JUDSON.



My commission expires:
September 10, 1981

Theresa L. Wight
Notary Public in and for the
County of Midland
State of Texas
THERESA L. WIGHT

1974

198

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

R. Ken Williams
413 First National Bank Bldg.
Midland, Texas 79701

W 62117
(Serial Number)

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

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

T 27 N, R 111 W, 6th Prin Mer
Sec 21: SE¼
27: All
28: N½, N½SW¼, SE¼SW¼, SE¼

U. S. Geological Survey reports l
in lease were not within a know
Geologic Structure on JAN 1 1

Containing a total of 1400.00 acres	Annual Rental . . . . . $ 1400.00

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

Effective date of lease: FEB 1 1978

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

JAN 16 1978
(Date)

182163

RECORDED November 14 1980 8:00 A.M.
IN BOOK 60 D & O PAGE 198
FEES $ 6.00 Lois Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

[redacted] the lessee is granted the ... right and privilege to drill for, mine, extract, remove, ... of all the oil and gas deposits, except helium gas, ... leased, 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 enjoyment ... for a period of 10 years, and so long thereafter as ... gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or a deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in this amount is already being maintained or unless such a bond 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 bonds are 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) *Cessation of operations 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 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 part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

(a) To pay the lessor in advance an annual rental at the following rates.

(i) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(a) For each lease year a rental of 50 cents per acre or fraction of an acre.

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

(a) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(b) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 3. The lessor reserves:

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

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

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

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

(e) *Taking of royalties.*—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 the 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 or cancellation and forfeiture, or for the same cause occurring at any other time.

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

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

43 CFR 3103.3-2(a) $1.00

200

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-62117

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

W. D. Anderson & Sons
a partnership ----------1/2 interest
P. O. Box 136
Midland, Texas 79702

William H. Martin ----------1/6 interest
1804 First National Bank Building
Midland, Texas 79701

Edward H. Judson ----------1/6 interest
1804 First National Bank Building
Midland, Texas 79701

1.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* February 1, 1978, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range111 West, 6th Prin Mer, Sublette County, Wyoming

Section 21: SE/4
Section 27: All
Section 28: N/2, N/2 SW/4, SE/4 SW/4, SE/4

Containing 1400.00 acres, more or less

182164

RECORDED Nov 14 1980 at 8:00 A.M.
BOOK 60 Oil & Gas PAGE 200
FEE $8.50 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

by Dorothy McClure

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 5/6

4. What part of the record title interest is being retained by assignor(s)? 1/6

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 February, 19 79

R. Ken Williams
(Assignor's Signature)

1804 First National Bank Building
(Assignor's Address)

Midland (City) Texas (State) 79701 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1979

By Glenda M. Jones
(Authorized Officer)

Chief, Oil & Gas Section (Title)

APR 5 1979 (Date)

[redacted] may be reproduced provided that [redacted] reproductions on one sheet [redacted] this official form

[redacted] [redacted] II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate 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.

201

201H

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 5 day of February, 1979, by A. Ben Hullman.

My Commission Expires:
9-24-80

Notary Public in and for the County of Midland, State of Texas

Form 3106–5
Facsimile Reproduction
Prairie Publishing Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
WYOMING 27518

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

DAVIS OIL COMPANY
1100 Metrobank Building
475 Seventeenth Street
Denver, Colorado 80202

1.

The undersigned, as owner of 20% percent of record title of the above-designated oil and gas lease issued effective *(date)* 3-1-71, 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)*

182165

Township 27 North, Range 109 West 6 P.M.
Section 29: SW¼
Section 30: Lots 1,2,3,4, E½, E½W½

Containing 753.04 acres, more or less
Sublette County, Wyoming

RECORDED Nov 10 1980 8:00 A.M.
IN BOOK 60 Oil & Gas PAGE 202
FEES $8.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Kline

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

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

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

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

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

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

Executed this 27th day of August, 19 75.

CHORNEY OIL COMPANY

(Assignor's Signature)
Raymond Chorney, President

ATTEST:
Asst. Sec.

CHORNEY OIL COMPANY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80203
I. D. # 83-0203704

(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective OCT 1 1975

By [signature]
(Authorized Officer)
Chief, Oil & Gas Section

OCT 15 1975
(Title) (Date)

Reproduction of this official form

202

203

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 17th day of September, 1975

[illegible] hereby certifies that he does not have any interest in the Assignment if approved on the lease if it issues nor will any other person or [illegible] interest in the Assignment or Lease to the best of my knowledge.

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

DAVIS OIL COMPANY, a Partnership

By [illegible]
(Assignee's Signature)

Paul [illegible], Assignee, Attorney in Fact

[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

A. Certification of Assignee

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

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

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

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

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

Raymond Chorney, President - CHORNEY OIL COMPANY

this 27th day of August, 1975.

Witness my hand and official seal.

My commission expires: 10-24-77

Notary Public

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify Assignor in writing thereof, at least thirty (30) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interests. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING STATE OF WYOMING OIL AND GAS LEASE 78-0941

KNOW ALL MEN BY THESE PRESENTS:

That C. M. PETERSON, 1776 Lincoln-Suite 1000, Denver, Colorado 80203, hereinafter referred to as "Assignor", 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 in equal shares unto WINONA OIL COMPANY, 1700 Broadway-#1219, Denver, Colorado 80290, and JAMES L. WALKER, 555 - 17th Street, Suite 3325, Denver, Colorado 80202 (hereinafter referred to as "Assignees"), an overriding royalty interest of 2% of the oil, gas and other hydrocarbons that may be produced, saved and marketed from State of Wyoming Oil and Gas Lease 78-0941, covering the following described lands in Sublette County, Wyoming:

Township 30 North, Range 105 West, 6th P.M.
Section 36: All

Containing 640 acres, more or less

TO HAVE AND TO HOLD unto the said Assignees, their respective heirs, successors and assigns forever.

This Assignment of Overriding Royalty is made without warranty of title, express or implied.

EXECUTED this 11th day of November, 1980.

C. M. Peterson
C. M. Peterson

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

The foregoing instrument was acknowledged before me this 14th day of November, 1980. by C. M. PETERSON.

WITNESS my hand and official seal.

Dana Barbour
NOTARY PUBLIC

My commission expires:
Feb 25 1984
(S E A L)

[redacted] 182178 [redacted]

RECORDED November 17 1980 8:00 A.M.
IN BOOK 60 D+D 205
[illegible] Linda Hahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE [redacted] MING

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

Serial No.
W-40527

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, Edward J. Ackman, of 1940 Colorado State Bank Building, Denver, Colorado 80202, hereinafter call "Assignor" is the owner of three and one-half percent (3 1/2%) of 8/8ths overriding royalty on the following described oil and gas lease in Sublette County, Wyoming:

Township 33 North, Range 111 West, 6th Prin, Mer.
Section 22: N/2, SW/4, W/2 SE/4
Section 27: NW/4 NE/4, S/2 NE/4, W/2,SE/4
Containing 1160.00 acres, more or less.

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto the following Assignees in the interests set out opposite their names, the following overriding royalty interests:

Robert Schulein 811 Denver Center Bldg. Denver, CO 80203	1/3 of 3 1/2% of 8/8ths
James L. Walker 904 Denver Center Bldg. Denver, CO 80203	1/3 of 3 1/2% of 8/8ths

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 1st day of July, 1980.

Edward J. Ackman

Norma J. Ackman

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On this 1st day of July, 1980, personally appeared before me, a Notary Public, Edward J. Ackman and Norma J. Ackman, who acknowledged that they executed the above insturment.

My Commission Expires:

U. 8/8/81

Paul Morris
Notary Public

OFFICE

4 0 2 4 7 9

RECORDED November 17 1980 8:00 A M
IN BOOK 60 O&G PAGE 206
FEES $6.25 Lora Yoder COUNTY CLE
SUBLETTE COU DALE, WYOMIN

by Dorothy M. Laine

206

207

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 th assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of ~~$25~~ $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 246,0 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio in each leasing district in Alaska.

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

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

Executed this 10 day of November, 19 80

Robert Schulein
(Assignee's Signature)
Robert Schulein

Suite 811, 1776 Lincoln St.
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 t United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 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 assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of ~~$25~~ $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 24(chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and op in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assig 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 u signed's knowledge and belief and are made in good faith.

Executed this 12 day of November, 19 80

James L. Walker
(Assignee's Signature)
James L. Walker

3325 Anaconda Tower
555 - 17th St.
Denver, Colorado 80202
(Address, include zip code)

Title [redacted] C., Section 1001, makes it a crime for [redacted] knowingly and willfully to make to an [redacted]ent or agency [redacted] United States any false, fictitious, or fraudulent statements or representations as to any matter withi[redacted]sdiction.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, Margaret E. Andrikopoulos
220 East 5th Avenue - Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0111,
and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 104 West, 6th P.M.
Section 7: E½SE¼
Section 18: E½NE¼, SW¼NE¼, W½SE¼
Section 19: NW¼NE¼

Without warranty of title, either express or implied

and containing 320.00 acres more or less, for and in consideration of the sum of Ten or more ---------- Dollars ($ 10.00 +) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
ROBERT D. PENNINGTON, P. O. Box 165
of Casper, Wyoming 82602, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same As Described Above

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 sixty (60) days before the next rental date. If the Assignor elects in writing or by telegram within thirty (30) days after receipt of such advice to receive assignment of the lease, or the portion thereof which the Assignee proposes to surrender, the Assignee shall promptly deliver such assignment in proper form to the Assignor, free and clear of all encumbrances created by or through the Assignee.

182180

FILED November 17, 1980 8:00 AM
IN BOOK 60 D & G PAGE 208
FEE $ 4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

and containing 320.00 acres, more or less, reserving, however, unto assignor Five Percent (5%) of One Hundred Percent (100%) Overriding Royalty.

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

IN WITNESS WHEREOF, this instrument executed this 7th day of December, 1979.

WITNESS:

Margaret E. Andrikopoulos
Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
WEST COAST EXPLORATION AREA
801 E. DORADO PLACE
ENGLEWOOD, CO 80111

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 7th day of December, A. D. 1979, before me personally appeared Margaret E. Andrikopoulos 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.

ESTELLE C. HAEFELE - Notary Public
County of Laramie
State of Wyoming
My Commission expires July 15, 1983

Witness my hand and seal this 7th day of December, A. D. 1979.

(SEAL)
Notary Public Estelle C. Haefele

My Commission expires: July 15, 1983

Assignment approved by Board of Land Commissioners: Feb. 7, 1980 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: May 13, 1980

(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.)

208

209

P-162956-G

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W 68810

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Phillips Petroleum Company
7800 E. Dorado Place
Englewood, CO 80111

182181

1.

RECORDED Nov 17 1980 8:00 A M
IN BOOK 60 Misc PAGE 209
FEES $ 8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING Dorothy Mc

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

Township 30 North, Range 105 West, 6th P.M.
Section 35: W½

Township 30 North, Range 106 West, 6th P.M.
Section 13: N½

Containing 640 acres, Sublette County, Wyoming

This assignment is subject to the reassignment clause attached hereto and made a part he

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Five percent or eight-eighths (5% or 8/8ths)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herei which, when added to overriding royalties or payments out of production previously created and to the royalty payab to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil p 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 bel and are made in good faith.

Executed this ~~19th~~ 30th day of May, 19 80

G. S. Poole
G. S. Poole
(Assignor's Signature)

4303 West Potrero Road
(Assignor's Address)

Newbury Park, California 91320
(City) (State) (Zip Co

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 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:

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
WEST COAST EXPLORATION AREA
7800 E. DORADO PLACE
ENGLEWOOD, CO 80111

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUL 1 1980

By Harold G. Stinchcomb
(Authorized Officer)

000194

Chief, Br. of Lands &
Minerals Operations
(Title)

NOV 4 1980
(Date)

[redacted] form may be reproduced provided that [redacted] exact reproductions on one sheet of h[redacted] of this official f

[redacted] RT II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in thi assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

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

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

Executed this 13th day of June, 19 80

PHILLIPS PETROLEUM COMPANY

R. A. Wolgast
Attorney-in-Fact
For Phillips Petroleum Co.
Power of Attorney is
Still in Effect and Filed
In W- 56943

(Assignee's Signature)

R. A. Wolgast, Attorney-in-Fact

7800 East 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 t 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 assi ment but not set out therein. If payments out of producti are reserved by assignor, outline in detail the amou method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a d initely described portion of the leased lands creat separate leases. Assignee, upon approval of assignme becomes lessee of the Government as to the assig interest and is responsible for complying with *all* lea terms and conditions, including timely payment of annu rental and maintenance of any required bond; *except* in t case of assignment of undivided interests, royalties, e operating agreements.

6. A copy of the executed lease, out of which this assi ment is made, should be made available to assig 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 Stat If 10 percent or more of the stock of any class is owne controlled by or on behalf of any one stockholder, a sepa showing of his citizenship and holdings *must* be furnis

If evidence of qualifications and ownership previously been furnished as required by the above, refere by serial number of record in which it was filed together a statement as to any amendments. Qualifications of assig *must* be in full compliance with the regulations (43 CFR 31

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

Corporate Qualifications and Power of Attorney on file in W-56943. I certify that said Power of Attorney is still in effect and this instrument is executed solely on behalf of Phillips Petroleum Company, and that there is no agreement or understanding between Phillips Petroleum Company, as offeror or assignee, and myself, as its Attorney-in-Fact, or with any other person, either verbally or written, by which I or such other person have received, or am to receive, any interest in the lease or assignment when issued.

R.A. Wolgast
Attorney-in-Fact for
Phillips Petroleum Company

STATE OF CALIFORNIA
COUNTY OF VENTURA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 30th day of May, 19 80, personally appeared G. S. Poole
XXX
and

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

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

My commission expires NOV. 18 1983

OFFICIAL SEAL
P LAMBDIN
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My Comm. Exp. s NOV 18, 1983

P. Lambdin
Notary Public.

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

On the 13th day of June, 19 80 personally appeared before me R.A. WOLGAST, who, being by me duly sworn did say that he is the Attorney-in-Fact of PHILLIPS PETROLEUM COMPANY, and that said instrument was signed in behalf of said PHILLIPS PETROLEUM COMPANY, by authority, and said R.A. WOLGAST, acknowledged to me that he as such Attorney-in-Fact, executed the same.

Patricia L. Tolmey
NOTARY PUBLIC

My Commission Expires:
January 18, 1983

Residing at: Englewood, Colorado

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least sixty (60) days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

[redacted] [redacted] [redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ ROBERT D. PENNINGTON
P. O. Box 165, Casper, Wyoming 82602, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0111,
and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 104 West, 6th P. M.
Section 7: E½SE¼
Section 18: E½NE¼, SW¼NE¼, W½SE¼
Section 19: NW¼NE¼

and containing 320.00 acres more or less, for and in consideration of the sum of Ten or more Dollars
($10.00+) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
PHILLIPS PETROLEUM COMPANY, 7800 East Dorado Place
of Englewood, Colorado 80111, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

SAME AS ABOVE DESCRIBED

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
WEST COAST EXPLORATION AREA
7800 E. DORADO PLACE
ENGLEWOOD, CO 80111

and containing 320.00 acres, more or less, reserving, however, unto assignor No Reservation

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

IN WITNESS WHEREOF, this instrument executed this 1st day of July, 1980

WITNESS:

182182

RECORDED Nov 17 1980 8:10A.M.
BOOK 620 Misc PAGE 212
FEE $4.00 Lana Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK

(SEAL) by Dorothy M Lewis

Robert D. Pennington
Robert D. Pennington, Assignor-Lessee

By _____, President

Attest: _____, Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Natrona } ss.

On this 1st day of July, A. D. 1980, before me personally appeared
Robert D. Pennington 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 by Barbara G. Hansen, Notary Public, A. D. 1980.

(SEAL)

BARBARA G. HANSEN Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 21, 1983

My Commission expires: _____

Barbara G. Hansen
Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

State of _____
County of _____ } ss.

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

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

(SEAL)

_____
Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: Sept. 4, 1980 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.) et.

213

P-162951-a

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, ROBERT D. PENNINGTON
P. O. Box 165, Casper, Wyoming 82602, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-0260,
and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 106 West, 6th P. M.
Section 16: All

and containing 640 acres more or less, for and in consideration of the sum of Ten and more Dollars
($ 10.00+) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
PHILLIPS PETROLEUM COMPANY, 7800 East Dorado Place
of Englewood, Colorado 80111, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

SAME AS ABOVE

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
WEST COAST EXPLORATION AREA
7800 E. DORADO PLACE
ENGLEWOOD, CO 80111

and containing 640 acres, more or less, reserving, however, unto assignor No Reservation

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

IN WITNESS WHEREOF, this instrument executed this 1 ST day of July, 1980

WITNESS:

182183

RECORDED Nov 17 1980 8:00 A.M.
IN BOOK 60 Oil PAGE 213
FEES 4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL)

Robert D. Pennington
Robert D. Pennington Assignor-Lessee

By
President

Attest:
by Dorothy McClure
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Natrona } ss.

On this 1st day of July, A. D. 1980, before me personally appeared
Robert D. Pennington 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 July, A. D. 1980

BARBARA G. HANSEN-Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept. 19, 1983

(SEAL)

Barbara G. Hansen
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. 4, 1980 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

et

[redacted] ASS[redacted]MENT [redacted] 4.50

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, J. N. Galey
P.O. Box 3815, Thousand Oaks, California 91359, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-0260,
and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 106 West, 6th P.M.

Section 16: All

and containing 640 acres more or less, for and in consideration of the sum of Ten and more Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Robert D. Pennington, P.O. Box 165, Casper, Wyoming 82602
of, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
WEST COAST EXPLORATION AREA
7800 E. BORADO PLACE
ENGLEWOOD, CO 80111

and containing 640 acres, more or less, reserving, however, unto assignor an overriding royalty in the amount of five percent of eight-eighths (5% of 8/8ths). This assignment is subject to the reassignment clause attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the said Robert D. Pennington, 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 ~~21st~~ 22nd day of February, 1980

WITNESS:

122184

Filed Nov 17 1980 8:30 A.M.
BOOK 60 O & G PAGE 214
34.00 Lacy Yake COUNTY CLERK
(SEAL) SUBLETTE COUNTY CLERK
by Dorothy McClure

J. N. Galey
Assignor-Lessee

By
President

Attest:
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of CALIFORNIA
County of VENTURA } ss.

OFFICIAL SEAL
FELIX J. LAUMANN
NOTARY PUBLIC - CALIFORN
VENTURA COUNTY
My comm. expires AUG 2, 19

On this 22nd day of February, A. D. 1980, before me personally appeared
J. N. Galey 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 February, A. D. 1980

(SEAL)

Felix J. Laumann
Notary Public

My Commission expires: 8-2-81

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least sixty (60) days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

JNG

My Commission expires:

Assignment approved by Board of Land Commissioners: April 3, 1980 without binding the State for the pa of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: June 20, 1980

(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.) et

214

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

STATE OF WYOMING
~~UNITED STATES~~ OIL AND GAS LEASE 77-0112

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John Kubek, 816 East 9th Ave., Newburg, Oregon 97132, 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
ARTHUR J. LAPPI	Box 520 Anchorage, AK 99510	.50 of 2% of 8/8t
JACK V. WALKER and EDNA MAE WALKER, Joint Tenants with Right of Survivorship	Box 2256 Anchorage, AK 99510	.50 of 2% of 8/8t
PETE T. BALOG and GAIL BALOG, Joint Tenants with Right of Survivorship	3822 Locarno Drive Anchorage, AK 99504	.50 of 2% of 8/8t
F. L. SHOGRIN	Box 5752 Denver, CO 80217	.50 of 2% of 8/8t

Being in all a total of an undivided 2% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T29N, R104W, 6th P.M.
Sec. 21: SE¼NW¼:E½SW¼:S½SE¼
Sec. 28: E½NE¼:NE¼SE¼

182253

REC'D Nov 18, 1980 2:00 P.M.
IN BOOK 60 O&G PAGE 215
FEES $4.25 Larry Yahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Containing 320.00 acres, more or less.

WITNESS our hands this 5th day of November, 19 80

Witnesses:

[signature] | John Kubek

STATE OF OREGON
COUNTY OF Yamhill } ss.

On the 5th day of November, 19 80, before me personally appeared John Kubek the signor of the above instrument, who duly acknowledged to me that he executed the same.

[signature]
Notary Public

My commission expires: 4-5-84

Residing in Newberg, Oregon

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W 06009

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Richard B. Stevens
P.O. Box 2473
Casper, Wyoming 82602
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
James D. Collums	P.O. Box 2614 Casper, Wyoming 82602	2/9 of 3% of 25% of 100%
Richard G. Boyd	P.O. Box 1628 Casper, Wyoming 82602	2/9 of 3% of 25% of 100%
Owen P. Miles, Jr.	P.O. Box 1786 Casper, Wyoming 82602	1/3 of 3% of 25% of 100%

Assignor hereby retains 2/9 of 3% of 25% of 100% overriding royalty.

Being in all a total of an undivided 7/9 of 3% of 25% of 100%, being assigned, 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 114 West, 6th P.M.
Section 7: Lots 1, 2, S½NE¼, SE¼
Section 17: N½N½, S½NE¼, SE¼NW¼, SE¼, NE¼SW¼
Section 20: NE¼, N½SE¼

18

Mountain 19 - 80 8:00A
60 Ox
45° Kaiser Yoke
Leg Harold Milhare

Containing 980.76 acres, more or less.

WITNESS our hands this 17th day of November, 19 80

Witnesses:

RICHARD B. STEVENS

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

On the 17th day of November, 19 80, before me personally appeared RICHARD B. STEVENS the signor of the above instrument, who duly acknowledged to me that he executed the same.

ARLENE T. KRAWCZYK NOTARY PUBLIC Natrona County, Wyoming My Commission Expires Feb. 20, 1983

Arlene T. Krawczyk
Notary Public

My commission expires:

Residing in Casper, Wyoming

CASPER PRESS, CASPER, WYOMING

716

217

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW, Suite 130, 3525 S. Tamarac, Denver, Colorado 80237, 5/6 and

RONALD E. HANDO, 11063 Claire Circle, Northglenn, Colorado 80234, 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein describe then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 10th. day of October, 1980.

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Usery, Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th. day of October, 19 80, 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

RECORDED Nov 19 1980 AT 1:30 P.M.
IN BOOK 60 Misc PAGE 217
FEES $4.00 Lacy Yake COUNTY CLERK
SWEETWATER COUNTY, PINEDALE, WYOMING

Assignment of Overriding Royalty
dated October 10, 1980
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E. Hando

SCHEDULE "A"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
10181-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	1/5/73	TRACT I T30N-R111W Sec. 19: SESE Sec. 20: SWSW Sec. 29: N½NW Sec. 30: Lots 1, 2, 3, 4, E½W½ Sec. 31: Lots 1, 2, E½NW, W½NE, NESW, NWSE T30N-R112W Sec. 13: S½ Sec. 23: SE, NE Sec. 24: W½E½, W½ Sec. 25: ALL Sec. 26: E½ TRACT II T30N-R112W Sec. 22: SENW, NESW, S½S½ Sec. 23: S½SW Sec. 26: E½W½, NWNW Sec. 27: N½NE	48	637
11207-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	5/22/78	T30N-R111W Sec. 30: E½ except Townsite of Marbleton described as follows: Beginning at the ¼ cor. in the East Boundary of said Sec. 30; thence N 1980'; thence W 2920'; thence S 2640'; thence E2920'; thence N 660' to beginning, containing 176.97 ac, m/l T30N-R112W Sec. 36: SENE, E½SE T30N-R111W Sec. 31: NENE	56	373

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11208-1	MICKELSON, James F., etux	STROOCK, Thomas F.	1/5/73	TRACT I T30N-R111W Sec. 19: Lots 1, 2, 3, 4, E½W½, S½NE, N½SE, SWSE T30N-R112W Sec. 9: SENE Sec. 11: SWSW, S½SE Sec. 12: SESW, SWSE Sec. 13: W½NE, NW Sec. 14: N½NE, SE Sec. 23: 2 acres in the NW corner of the NE/4 Sec. 24: E½E½ TRACT II T30N-R112W Sec. 10: S½NW, S½ Sec. 14: SW, S½NW, NWNW Sec. 15: E½ Sec. 23: NW, N½SW	48	643

219

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11209-1	MUIR, Ann I.	STROOCK, Thomas F.	10/5/73	T31N-R113W Sec. 24: SWSW Sec. 25: W½ Sec. 26: NENE Sec. 35: NESE Sec. 36: W½	50	237
11209-2	MILLER, Phyllis Muir,etvir	STROOCK, Thomas F.	10/5/73	(Same as previously described)	50	241
11209-3	MOUNTS, Dorothy P.,etvir	STROOCK, Thomas F.	10/5/73	(Same as previously described)	50	239
11209-4	MILLER, Jean M. Muir	STROOCK, Thomas F.	10/5/73	(Same as previously described)	50	243
11209-5	MUIR, Ann I.	STROOCK, Thomas F.	5/5/76	(Same as previously described)	52	668
11209-6	MOUNTS, Dorothy P.,etvir	STROOCK, Thomas F.	5/5/76	(Same as previously described)	52	669
11209-7	MILLER, Jean M. Muir	STROOCK, Thomas F.	5/5/76	(Same as previously described)	52	670
11210-1	SPENCER, Charles F., etux	STROOCK, Thomas F.	10/5/73	T30N-R113W Sec. 1: Lots 3 and 4 T31N-R113W Sec. 26: SESE Sec. 36: E½	50	240

240

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11211-1	BRAY, Helen E.	STROOCK, Thomas F.	6/6/73	Township 30 North, Range 112W Sec. 26: SWNW, NWSW, SWSW Sec. 27: S½NE, N½SE, SESE Sec. 34: N½NE, E½NW	49	369
11212-1	GUIO, Kenneth,etux	STROOCK, Thomas F.	1/5/73	T30N-R112W Sec. 4: SW, W½SE Sec. 5: Lots 3, 4, SE, E½SW, NWSW, W½SWNE, SESWNE Sec. 6: Lots 1, 2, 6, S½NE, NWSE, NESW Sec. 8: NENE, N½NW Sec. 9: NW, W½NE, NENE	48	346
11213-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	1/5/73	T30N-R112W Sec. 5: S½NW	49	
11214-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	1/5/73	T31N-R114W Sec. 29: S½SW, SWSE Sec. 32: NWNW T31N-R113W Sec. 27: SWNW, SW, S½SE Sec. 28: SENW, S½NE, SESW, SE Sec. 33: NENW, N½NE Sec. 34: N½NE, NW	49	96
11215-1	MICKELSON, James F.,etux	STROOCK, Thomas F.	4/5/73	T30N-R112W Sec. 5: SWSW Sec. 6: Lot 7, SESW, E½SE, SWSE Sec. 7: Lot 1, NENW, NENE Sec. 9: NESE T30N-R113W Sec. 1: S½N½, SE, N½SW, SESW Sec. 2: Lot 1 Sec. 12: NENE T31N-R113W Sec. 34: S½NE, NESE Sec. 35: NWSW, SESW, S½SE	49	2[illegible]

[redacted]

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11216-1	MICKELSON, James F, etux	STROOCK, Thomas F.	4/5/73	T30N-R112W Sec. 15: NENW, S½NW, SW Sec. 21: NENE Sec. 22: N½NW, SWNW, NE, N½SE	49	279
[redacted]7-1	MILLEG, George, etux	STROOCK, Thomas F.	4/2/73	T30N-R112W Sec. 35: E½NE Sec. 36: NW, N½NE	49	283
11218-1	NORRIS, Monte	STROOCK, Thomas F.	4/3/73	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	49	291
11218-2	BALL, Frank D. III, etux	STROOCK, Thomas F.	4/2/73	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	49	289

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto Howard E. Marlow, Suite 130, 3525 S. Tamarac, Denver, Colorado 80237, 5/6 and Ronald E. Hando, 11063 Claire Circle, Northglenn, Colorado 80234, 1/6, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein descri then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 29th. day of September, 19 80

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th. day of September, 19 80, 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

[redacted]

RECORDED Nov 19 1980 1:30 PM
IN BOOK 60 O&G PAGE 223
FEES $7.25 Lonny York
SUBLETTE COUNTY COUNTY CLERK
WYOMING

[redacted]

Assignment of Overriding Royalty
Dated September 29, 1980
From Woods Petroleum Corporation
To Howard E. Marlow and Ronald E. Hando

SCHEDULE "A"

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION
10929-1	U. S. A. W-65745	Mildred H. Lacoy	2-1-79	All Sections 13 and 14-29N-110W Sublette County, Wyoming
11039-1	U. S. A. W-46561	Milton J. Lebsack	8-1-74	SW/4 NE/4 Section 5-28N-111W Sublette County, Wyoming
11099-1	U. S. A. W-70455	James N. Kimball	3-1-80	Lots 1, 2, 3, 4, S/2 N/2, S/2 Section 2, Lots 1, 2, 3, 4, S/2 N/2, S/2 Section 3, All Section 11, Lots 1, 2, 3, 4, E/2 W/2 Section 30, Lots 1, 2, 3, 4, E/2 W/2 Section 31-29N-110W Sublette County, Wyoming
[redacted]1-1	U. S. A. W-35371	Marshall & Winston, Inc.	7-1-72	All Section 20-24N-101W Sweetwater County, Wyoming
11231-1	U. S. A. W-49295	Parmer A. Gillespie, Jr.	3-1-75	Lots 1, 2, 3, 4, S/2 N/2, S/2 Section 1, Lots 1, 2, 3, 4, S/2 NE/4, S/2 Section 2-23N-103W, NE/4 NE/4, S/2 NE/4, S/2 Section 35-24N-103W Sweetwater County, Wyoming
11233-1	U. S. A. W-69844	Albert W. Shafer	1-1-80	Lots 1, 2, 3, 4, E/2, E/2 W/2, Section 19-29N-109W Sublette County, Wyoming

[redacted]

[redacted]

324

225

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto Howard E. Marlow, Suite 130, 3525 S. Tamarac, Denver, Colorado 80237, 5/6 and Ronald E. Hando, 11063 Claire Circle, Northglenn, Colorado 80234, 1/6, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein describe then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 22nd day of September, 19 80

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd. day of September, 19 80, 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

132275

RECORDED Nov 19 1980 1:30 P M
IN BOOK 6 O Oil
PAGE 225
FEES $ 7.00 Fees & Yds
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment of Overriding Royalty
dated September 22, 1980
from Woods Petroleum Corporation
to Howard E. Marlow & Ronald E. Hando

SCHEDULE "A"

SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION
11234-1	U.S.A. W-38072	Sidney M. Weinstein	2-1-73	Lots 14, 15 Section 2, Lots 15, 17, 18 Section 3, Lot 10 Section 4, NE/4 NE/4, SE/4 SE/4 Section 9, W/2 Section 15, NE/4, NE/4 NW/4 Section 27, Lot 5 Section 28-29N-111W
11235-1	U.S.A. W-39376	Lawrence J. Muller	5-1-73	W/2 NE/4, W/2, NW/4 SE/4 Section 9-28N-111W

227

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

Howard E. Marlow, Suite 130, 3525 S. Tamarac, Denver, Colorado 80237, 5/6 and

Ronald E. Hando, 11063 Claire Circle, Northglenn, Colorado 80234, 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein describe then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 25th day of September, 1980

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of September, 19 80, 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

192176

RECORDED Nov 19 1980 1:30P
IN BOOK 60 Ovs PAGE 227
FEES $ 7.25 Laura Yahn
SUBLETTE COUNTY, PINEDALE
by Dorothy M. Lee

ignment of Overriding Royalty
ed September 25, 1980
m Woods Petroleum Corporation
[redacted]ard E. Marlow and Ronald E. Hando

[redacted]

SCHEDULE "A"

SUBLETTE COUNTY, WYOMING

SE NO.	LESSOR	LESSEE	DATE	DESCRIPTION
46-1	U. S. A. W-42783	Western Interstate Energy, Inc.	1-1-74	Lot 4, Section 4, Lot 1 Section 5-30N-111W, SE/4 SE/4 Section 32, SW/4 SW/4 Section 33-31N-111W
47-1	U. S. A. W-44288	Western Interstate Energy, Inc.	4-1-74	SE/4 SE/4 Section 18-34N-113W
63-1	U. S. A. W-60132	Grace E. LaRue	10-1-77	S/2 Section 1, S/2 Section 2, S/2 Section 3, All Sections 10 and 11, N/2 Section 12-31N-110W
[redacted]	U. S. A. W-37293	J. J. Kanter	12-1-72	N/2 NW/4 Section 35-28N-110W
29-1	U. S. A. W-52119	J. J. Kanter	12-1-72	N/2 NE/4 Section 31-28N-110W

[redacted]

2 2 8

229

(182

AMENDATORY AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of October, 1980, by and between NORTHWEST PIPELINE CORPORATION, hereinafter referred to as "Northwest" and ENERGETICS, INC., ET AL. hereinafter referred to as "Seller".

RECITALS:

A. Northwest and Seller are parties to a Gas Purchase Contract dated August 8, 1979, hereinafter referred to as "Contract".

B. Northwest and Seller therefore desire to amend the Contract as provided herein.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth below, the parties hereto agree as follows:

[illegible]36

RECORDED Nov 21 1980 AT 2:20 P.M.
IN BOOK 120 Misc PAGE 229
FEES 10.00 Lora J. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

AGREEMENT:

1. The following acreage shall be added to and made a part of Exhibit A of said Contract:

Location	Gross Acres	Interest	Net Acres
Federal 10-28 W/2 28-27N-111W	320	100%	320

2. Except as herein amended, the Contract between Northwest and Seller shall remain in full force and effect.

3. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. This instrument may be executed in one or more counterparts each of which shall be deemed to be an original but all of which constitute one and the same instrument.

RECEIVED
Recorded
Sweetwater County Clerk
Green River, Wyo

OCT 10 1980 at 9:00
715 page 842-2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed in duplicate originals as of the day and year first above written.

"NORTHWEST"

ATTEST

NORTHWEST PIPELINE CORPORATION

Barbara Moreno
ASSISTANT SECRETARY

By _____
F.J. Becraft, Vice President

Approved As To Form
Date 9/15/
By

"Seller"

ENERGETICS, INC., ET AL.

ATTEST
~~Witness~~:

Margaret C. Scott
Asst. Secretary

_____
Patrick D. Maher

ATTEST
Witness:

Margaret C. Scott
Asst. Secretary

_____
Jordon R. Smith

ATTEST
Witness:

Margaret C. Scott
Asst. Secretary

_____
Robert L. Mehl

STATE OF COLORADO

COUNTY OF ARAPAHOE

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 2nd day of September, 19 80.

Notary Public
Residing at Englewood, Colorado
80112

My Commission Expires August 7, 1984

STATE OF COLORADO

COUNTY OF ARAPAHOE

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of September, 19 80.

Notary Public
Residing at Englewood, Colorado
80112

My Commission Expires August 7, 1984

STATE OF COLORADO

COUNTY OF ARAPAHOE

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 2nd day of September, 1980.

Notary Public
Residing at Englewood, Colorado
80112

My Commission Expires August 7, 1984

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 F. J. Becraft, 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 22nd day of September, 1980.

Notary Public
Residing at Holladay, Utah

My Commission Expires 7/27/82

433

Billings Blue Print
Billings, Montana

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-55590

DISTRICT LAND OFFICE Cheyenne, WY

KNOW ALL MEN BY THESE PRESENTS, That R. Ronald Schnier, 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 3247 Englewood, CO 80155	2½%

182331

RECORDED Nov 24 1980 8:00 A M
IN BOOK 60 D & R PAGE 233
FEES $ 4.00 Lang Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ehmis

Being in all a total of an undivided Two and one-half percent of eight-eights (2½% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 106 West, 6th P.M.
Section 5: Lots 5, 6
Section 35: NE¼

Containing 256.46 acres, more or less.

WITNESS our hands this 14th day of November, 19 80

Witnesses:

R. Ronald Schnier

STATE OF Colorado
} ss.
COUNTY OF Arapahoe

On the 14th day of November, 19 80, before me personally appeared R. Ronald Schnier the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:
9-9-84

Residing in Aurora, Colorado

[redacted] [redacted] [redacted] ...ge Blue Print Ingo, Montana

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-55961 DISTRICT LAND OFFICE Cheyenne, WY

KNOW ALL MEN BY THESE PRESENTS, That R. Ronald Schnier

....., 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 3247 Englewood, CO 80155	5%

182332

RECORDED November 24 1980 8:00 AM
IN BOOK 60 Misc PAGE 234
FEES $ 4.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

Being in all a total of an undivided Five percent of eight-eights (5% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 29 North, Range 106 West, 6th P.M.
Section 35: $SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$

Containing 200.00 acres, more or less.

WITNESS our hands this 14th day of November, 19 80

Witnesses:

.....

.....

R. Ronald Schnier

.....

STATE OF Colorado
} ss.
COUNTY OF Arapahoe

On the 14th day of November, 19 80, before me personally appeared R. Ronald Schnier the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:

9-9-84

Residing in Aurora, Colorado

230

ASSIGNMENT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

WHEREAS, Sun Oil Company (Delaware), a Delaware corporation with an office at 4600 North Fuller Drive, Ridgeview Plaza, Irving, Texa 75062, successor in interest to Sun Oil Company and Sunray Oil Corporation, hereinafter referred to as "Assignor", and RBA Transmission Corpor tion, with an office at Fourth National Bank Building, Suite 1901, Tulsa Oklahoma, 74119, hereinafter referred to as "Assignee" have entered into an agreement providing for the sale and purchase of certain oil and gas overriding royalty interests which are described on Exhibit "A", attached hereto and made a part hereof, NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby grant, bargain, sell, convey, assign and quit claim, without warranty or covenant of title, either express or implied, and without recourse, unto Assignee, its heirs, successors and assigns, all its pres right, title and interest in and to the overriding royalty interests described on Exhibit "A".

TO HAVE AND TO HOLD, the above referred to property together with the rights and appurtenances thereto in anywise belonging unto the said Assignee, its heirs, successors and assigns, according to the terms conditions and limitations of the instruments described on Exhibit "A" and subject to the following provisions which shall run with the land and be binding upon the heirs, successors and assigns of Assignee:

1. The interests assigned herein are subject to any pooling agreement, declaration or orders that may affect the same.

2. Assignor excepts and reserves unto itself all acreage and depths not expressly leased or assigned in the instruments described on Exhibit "A" out of which Assignor reserved the overriding royalty interests assigned herein.

RECORDED December 1 1980 8:00 AM
IN BOOK 60 Misc PAGE 335
FEES $10.00 Lacy Yade COUNTY CLERK
SUBLETTE COUNTY [illegible] WYOMING

[illegible]

[redacted] [redacted] [redacted]

3. This Assignment shall be deemed effective as of 7:00 A.M. Central Standard Time, March 1, 1980.

IN WITNESS WHEREOF, this instrument is executed and delivered thi 19th day of November, 1980, and Assignee hereby agrees to be bound by and accept the terms and conditions stated herein.

SUN OIL COMPANY (DELAWARE)

By: _____
Agent and Attorney-in-Fact

RBA TRANSMISSION CORPORATION

By: _____
Its: President

STATE OF TEXAS X
X
COUNTY OF DALLAS X

BEFORE ME, a Notary Public in and for said County and State, on this 19th day of November, 1980, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Agent and Attorney-in-Fact 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 SUN OIL COMPANY (DELAWARE), for the uses and purposes therein set forth.

_____
Notary Public in and for
Dallas County, Texas

My Commission Expires:

May 2, 1984

STATE OF Oklahoma)
)
COUNTY OF Tulsa)

BEFORE ME, a Notary Public in and for said County and State, on this 20th day of November, 1980, personally appeared Ronny D. Altman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of RBA TRANSMISSION CORPORATION for the uses and purposes therein set forth.

Priscilla Watson
Notary Public in and for
Tulsa County, Oklahoma

My Commission Expires:
9-3-83

APPROVAL OF ASSIGNMENT

By virtue of the power duly conferred upon me by the _____, I, _____, _____, do hereby approve the foregoing Assignment of overriding royalty interest.

Witness my hand and seal of the _____ hereto affixed this _____ day of _____, 1980.

_____

[redacted] [redacted] [redacted]

Exhibit "A" Attached to and Made
a Part of the Assignment Between
Sun Oil Company (Delaware) as
Assignor and RBA Transmission
Corporation as Assignee, Dated
October 1, 1980

That overriding royalty interest of one-sixteenth of eight-eighths on oil, casinghead gas, gas and condensate in the Ote Creek Unit Well reserved by Assignor in the Assignment of Operating Rights in the Wyoming State Oil and Gas Lease No. 68-38592, between Assignor herein as Assignor, and Beta Exploration, Inc., as Assignee, dated November 5, 1976, and recorded at Book 53, Page 503 of the Oil and Gas Records of Sublette County, Wyoming, covering only the S/2NE/4, N/2SE/4, NE/4SW/4 of Section 33, Township 33 North, Range 114 West, Sublette County, Wyoming, from the surface of the ground down to and including but not below a depth of 6050 feet. Said overriding royalty is subject to the terms, conditions and limitations of said Assignment and the Oil and Gas Lease assigned therein. The interests assigned shall cover production from the well described and any spacing or pooled unit now or hereafter applicable to the wells designated. Said assignment is subject to the Pooling Agreement dated September 1, 1976, between Sun Oil Company (Delaware), Beta Exploration Inc., and Chandler and Associates, Inc. *

*The interests assigned shall cover production from the well described and any spacing or pooled unit now or hereafter applicable t the wells designated and to any and all additional wells drilled in the spacing or pooled unit applicable to the above described wells. The overrides assigned are out of production from the oil and gas leases described above.

It is the intent of Assignor that this instrument convey all of Assignor's overriding royalty interest (whether or not specifically identified above) in the wells described and the acreage applicable to said well by reason of pooling or spacing and to any and all additional wells drilled in the spacing or pooled unit applicable to the above described wells.

239 Corrected Bk 60 pg 622. 15.75

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Texoma Production Company (Assignor), formerly known as NARMCO, Inc.(Del.), for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby sell, assign, convey and deliver, unto Sharalyn R. Harr (Assignee) an overriding royalty interest of .0025% of 8/8 of all oil, gas associated hydrocarbons and other minerals, saved, produced and marketed under the terms of the oil and gas leases described in Exhibit 'A' attached hereto.

The overriding royalty interest herein assigned shall be free and clear of all costs of operation and development but shall be chargeable with its proportionate part of gross production and other taxes properly assessable thereto.

This assignment is made without warranty of title, either express or implied.

EXECUTED this 28th day of August 1979.

ATTEST:

T.P. Karka - Assistant Secretary

Texoma Production Company

By: _____
Rodney W. Smith - Assistant Secretary

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 28th day of August, 1979, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Rodney W. Smith, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Assistant Sec. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Elbennetter Smith

My Commission Expires:
ELBENNETTER SMITH
Notary Public in and for Harris County, Texas
My Commission Expires Nov. 2, 1979

NOTARY PUBLIC · STATE OF TEXAS · COUNTY OF HARRIS

122359

RECORDED December 1 1980 8:00 AM
IN BOOK 60 Oil PAGE 239
FEES $15.75 Louis J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

BACON RIDGE PROSPECT Sublette County, Wyoming

Narmco Lease No:	Lessor	Lease Date	Exp. Date	Gr. Acs	Company Net Acs	Description
WY3-8018	Bureau of Land Management USA-W-8018	9/01/67	8/31/79	1280.52	480.19	T35N, R114W, Sec. 25: Lots 1,2,3,4, W/2 E/2, W/2; Sec. 36: Lots 1,2,3, 4, W/2 E/2, W/2. (Sur. to 11,928')
WY3-8162	Bureau of Land Management USA-W-8162	10/1/67	9/30/79	760.00	285.00	T35N, R114W, Sec. 27: E/2, N/2 NW/4, SW/4 NW/4 (440 acs); Sec. 34: E/2 (320 acs); (Surface to 11,928')
WY3-52393	Bureau of Land Management USA-W-52393	11/01/75	10/31/85	1120.00	560.00	T35N, R114W, Sec. 26: W/2, SE/4 (480 acs); Sec. 35: All (640 acs)
WY3-52394	Bureau of Land Management USA-W-52394	11/01/75	10/31/85	240.00	120.00	T35N, R114W, Sec. 27: S/2 SW/4 (80 acs); Sec. 32: NW/4 (160 acs)
WY3-52395	Bureau of Land Management USA-W-52395	11/01/75	10/31/85	2240.00	1120.00	T35N, R114W, Sec. 28: All (640 acs); Sec. 29: E/2 (320 acs); Sec. 32: E/2 (320 acs); Sec. 33: All (640 acs); Sec. 34: W/2 (320 acs)
WY3-60590	Bureau of Land Management USA-W-60590	12/01/77	11/30/87	1120.00	560.00	T35N, R114W, Sec. 8: NW/4; Sec. 20: All; Sec. 29: W/2
WY3-60748	Bureau of Land Management USA-W-60748	9/01/67	8/24/79	640.00	240.00	T35N, R114W, Sec. 14: W/2 (320 acs); Sec. 23: W/2 (320 acs);(Surface to 11,928')
WY3-60751	Bureau of Land Management USA-W-60751	10/01/67	8/24/79	640.00	240.00	T35N, R114W, Sec. 22: All (640 acs); (Surface to 11,928')
WY3-60754	Bureau of Land Management USA-W-60754	11/01/75	10/31/85	480.00	240.00	T35N, R114W, Sec. 23: E/2 (320 acs); Sec. 24: NW/4 (160 acs)

EXHIBIT "A" TO ASSIGNMENT OF ORRI TO SHARALYN R. HARR DATED AUGUST 28,1979

FERRY ISLAND PROSPECT Sublette County, Wyoming

Narmco Lease No:	Lessor	Lease Date	Exp. Date	Gr. Acs	Company Net Acs	Description
WY2-6734	State of Wyoming 67-6734	9/02/67	9/02/79	640.00	320.00	T28N, R109W, Sec. 16: All
WY3-7571-A	Bureau of Land Management USA-W-7571-A	9/01/67	8/31/79	1603.08	801.54	T28N, R109W, Sec. 5: Lots 1,2,3,4, S/2; Sec. 7: Lots 1,2,3,4, E/2, E/2 W/2; Sec. 8: All
WY3-7572-A	Bureau of Land Management USA-W-7572-A	9/01/67	8/31/79	1280.00	640.00	T28N, R109W, Sec. 14: All; Sec. 15: All
WY3-7573-A	Bureau of Land Management USA-W-7573-A	9/01/67	8/31/79	1920.00	960.00	T28N, R109W, Sec. 20: All; Sec. 22: All; Sec. 23: All
WY3-7574-A	Bureau of Land Management USA-W-7574-A	9/01/67	8/31/79	1280.00	640.00	T28N, R109W, Sec. 25: All, Sec. 26: All
WY3-7575-A	Bureau of Land Management USA-W-7575-A	9/01/67	8/31/79	1920.00	960.00	T28N, R109W, Sec. 28: All; Sec. 29: All; Sec. 31: All
WY3-7576-A	Bureau of Land Management USA-W-7576-A	9/01/67	8/31/79	1920.00	960.00	T28N, R109W, Sec. 32: All; Sec. 34: All; Sec. 35: All
WY3-7577	Bureau of Land Management USA-W-7577	9/01/67	8/31/79	292.47	146.24	T28N, R109W, Sec. 18: Lots 1,2, E/2 NW/4, NE/4
WY3-59820	Bureau of Land Management USA-W-59820	9/01/67	6/01/79	345.40	172.70	T28N, R109W, Sec. 4: Lots 1,2,3,4, S/2 S/2

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
Panos Investment Company
P.O. Box 2151
Salt Lake City, Utah 84110, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
C. Panos	P.O. Box 8279 Salt Lake City, Utah 84108	5.00%

122104

RECORDED Dec 3 1980 2:30 PM
IN BOOK 60 O & G PAGE 242
FEES $6.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

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 P.M.

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 1 day of November, 1980.

Witnesses:

Panos Investment Company
by Thomas G. Panos
Thomas G. Panos, General Partner

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 1 day of November, 1980, before me personally appeared Thomas G. Panos the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:
8-17-84

Residing in Salt Lake City, Utah

243

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 C. Panos

C. Panos
P.O. Box 8279
..... as to Salt Lake City, Utah 84108

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

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

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

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

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

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

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

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

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

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

Producers 88 Spec. U
Wyoming

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 19th day of November 80 by and between

Lary Lozier and Sharon E. Lozier, husband and wife;
P.O. Box 13
Boulder, Wyoming 82923

of

Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602

of hereinafter called lessee

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other—————— DOLLARS

$ 10.00+ , cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by 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 said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas [illegible] casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, the following described tract of land situated in the County of

Sublette , State of , described as follows, to-wit

Township 32 North, Range 108 West
Section 3: $S\frac{1}{2}$
Section 4: $E\frac{1}{2}SE\frac{1}{4}$
Section 10: $N\frac{1}{2}NW\frac{1}{4}$, W2/3$NW\frac{1}{4}NE\frac{1}{4}$, E1/3$NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, E1/3$SW\frac{1}{4}$, E2/3$SE\frac{1}{4}NW\frac{1}{4}$
Section 11: $W\frac{1}{2}$

-S.T.

of Section XXX Township XXX Range XXX and containing 1,200.03 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless 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, Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Thousand Two Hundred and 03/100——————DOLLARS which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made to the depository bank above named or 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, and the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. It is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the manner and time of payment thereof, shall continue in force just as though there had been no interruption in the rental payments.

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

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

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

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

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

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

Lessee shall pay for damages caused by its operations on said lands.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting is hereby granted, the covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors, and all covenants or conditions of lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor that have been incurred under the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until part or parts of the furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event of default of payment by lessee of the proportionate part above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts, as to 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 the part of the land with respect to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payment thereof unless all parties designate in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and execute all papers necessary for the purpose of making such payments. The term "lessor" as used in this lease shall mean any one or more of the parties and their respective successors in title.

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

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

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

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

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

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

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

182424

Filed for Record the 5 day of Dec A.D. 1980 8:10 A.M.
In Book 60 Oil & Gas Page 244
Fee $6.00 Lucy Nicholas County Clerk

Lary Lozier (SEAL)

Lary Lozier

Sharon E. Lozier (SEAL)

Sharon E. Lozier (SEAL)

(SEAL)

(SEAL)

(SEAL)

244

345

STATE OF Wyoming)
COUNTY OF Sublette) ss.

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

BEFORE ME, Peter I. Wold, a Notary Public, in and for said County and State, on this 10 day of November, 1980, personally appeared Lary Lozier and Sharon E. Lozier, 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 Sept. 15, 1984

Peter I. Wold
Peter I. Wold - Notary Public

Peter I. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF)
COUNTY OF) ss.

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

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

and .....

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

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

My Commission Expires.....

.....
Notary Public.

Residing at .....

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

.....
Notary Public.

My Commission expires .....

No. .....

FROM

TO

Dated .....

No. Acres .....

County .....

Term .....

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

day of ..... 19....., at .....

o'clock ..... M., and duly recorded in

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

of the records of this office.

.....
County Clerk.

By .....
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec. (Wyoming

OIL AND GAS LEASE

SHEET BLUE PRINT CO CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of November 80 by and between

Ira E. Sandlin, a widower;
Boulder, Wyoming 82925

of

Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602

of

WITNESSETH: That the lessor, for and in consideration of ----------Ten and Other---------- DOLLARS

$ 10.00+ , cash in hand paid, receipt of which is hereby acknowledged, and [illegible] be paid, kept and performed, has granted, demised, leased and let, and by these presents [illegible] right of mining, exploring by geophysical and other methods, and operating for and [illegible] telephone and telegraph lines, and building tanks, power stations, gasoline plants, [illegible] and the exclusive right of injecting water, brine and other fluids into subsurface [illegible] necessary, incident to, or convenient for the economical operation alone, or [illegible] with [illegible] head gas, casinghead gasoline and the injection of water, brine and other fluids into [illegible]

Sublette , State of [illegible] with the exclusive [illegible] laying pipelines, [illegible] of said products [illegible] rights and privileges [illegible] of the County of [illegible]

Township 32 North, Range 108 West
Section 4: Lots 2, 3, $SW\frac{1}{4}NE\frac{1}{4}$

Filed

of Section XXX Township XXX Range XXX and [illegible] 110.48 acres, more or less.

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

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

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

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas [illegible] wells where gas only, is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such [illegible] 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 [illegible] on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or [illegible] at the market price for the well for the gas so used, for the time during which such gas shall be used, said payments to be [illegible]

If no well be commenced on said land on or before one year from the date hereof, the lessee [illegible] on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank, Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository [illegible] ownership of said land, the sum of One Hundred Ten and 48/100---------- 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 [illegible] the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made to the depository bank above named or to the lessor or to the lessor's credit in [illegible] half of lessor or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration [illegible] payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending the primary term hereof, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event if [illegible] portions of said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the manner [illegible] agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the [illegible] thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, and [illegible] to anyone, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above [illegible] shall be proportionately reduced.

No part of the surface of the leased premises shall, without the written consent of the lessor, be [illegible] the other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery [illegible] developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided [illegible] rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for [illegible]

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises.

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said [illegible]

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting [illegible] covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and [illegible] lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the [illegible] of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or [illegible] the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed to the effect that [illegible] part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts [illegible] 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 [illegible] from the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may [illegible] in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and the [illegible] to each of said parties and their respective successors in title.

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

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

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

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

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

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

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

In the Presence of:

182425

Ira E Sandlin (SEAL)
Ira E. Sandlin

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

FILED for RECORD
Dec 8 80 8:00 AM
DEED 6.00 Doris J. Hoke
RECORDED IN BOOK 60 PAGE 246
COUNTY CLERK
SUBLETTE COUNTY CLERK

246

STATE OF Wyoming
COUNTY OF Sublette } ss

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

BEFORE ME, Peter I. Wold, a Notary Public, in and for said County and State, on this 19 day of November, 19 80 personally appeared Ira E. Sandlin, a widower

and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he 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 Sept. 15, 1984

PETER I. WOLD - Notary Public
County of Sublette State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Peter I. Wold Notary Public.

Residing at Casper, Wyoming

STATE OF
COUNTY OF } SS

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

BEFORE ME, _____ a Notary Public, in and for said County and State on this day of _____, 19___ personally appeared _____

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

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

My Commission Expires _____

_____
Notary Public.

Residing at _____

State of _____
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____
FROM
TO
Dated _____
No. Acres _____
County _____
Term _____

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

_____
County Clerk.

By _____ Deputy.

When recorded return to _____

KINTZEL BLUE PRINT CO., CASPER, WYOMING

FORM NO. LNH-[redacted]

ASSIGNMENT OF OVE[redacted] ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

[redacted] STEEL BLUE PRINT CASPER, WYOMING

This Overriding Royalty Assignment, made this 1st day of December, 19 80, by and betwe

Black Hawk Resources Corporation

whose address is 410 17th Street, Suite 500, Denver, CO 80202

hereinafter called Lessee; and Roy H. Guess and Jean R. Swirczynski

whose address is 210 Townsend Bldg., Casper, Wy 82601

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated

Nov. 1, 19 76 bearing Serial No. W-56364, of the U. S. Land & Survey Office, at

Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains t

following described lands (hereinafter referred to as said lands), situated in Sublette County, State

Wyoming towit:

182426

Township 33 North, Range 110 West, 6th P. M.
Section 24: E½
Section 25: E½
Containing 640.00 acres, more or less.

RECORDED Dec 8 1980 8:10
IN BOOK 60 O&G PAGE 248
FEES 4.25 Lois J Yake COUNTY C
SUBLETTE COUNTY CLERK
by

NOW, Therefore, in consideration of the premises and the sum of Ten ($10.00) Dollars, and other valuable co

sideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over un

Assignee, their heirs and assigns, an overriding royalty interest of a total of one-half of one p

cent of eight-eighths, being one-quarter of one percent to each assignee.

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

This Overriding Royalty Assignment shall be subject to the terms of the existing lease.

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

Black Hawk Resources Corporation

BY: Ralph R. Wilkerson

Ralph R. Wilkerson, President

LESSEE

ATTEST: [illegible]
Secretary

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 1st day of December, A. D. 19 80, before me personally appeared Ralph R. Wilkerson, to me personally known, who, being by me duly sworn, did say that he is the President of Black Hawk Resources 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 person acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of December, A. D. 1980

(SEAL)

Notary Public.

248

249

FORM NO. LNH-2

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

KINTZEL BLUE PRINT
CASPER, WYOMING

This Overriding Royalty Assignment, made this 1st day of December, 19 80, by and betwe

Black Hawk Resources Corporation

whose address is 410 17th Street, Suite 500, Denver, Co 80202

Roy H. Guess and Jean R. Swirczynski

hereinafter called Lessee; and 210 Townsend Bldg., Casper, Wy 82601

whose address is 210 Townsend Bldg., Casper, WY 82601

hereinafter called Assignee;

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated

Oct. 1, 19 76 bearing Serial No. W-50004, of the U. S. Land & Survey Office, at

Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains t

following described lands (hereinafter referred to as said lands), situated in Sublette County, State

Wyoming towit:

122127

Township 33North, Range 110 West, 6th P.M.
Section 1: Lots 2,3,and 4
Section 12: NE¼SE¼, W½SE¼, S½NE¼NE¼, SE¼NE¼, W½NE¼
Section 13: W½E½

RECORDED Dec 8, 1980 8:00A
IN BOOK 60 Misc PAGE 249
FEES 4.25 Lora J Yake COUNTY CLE
SUBLETTE COUNTY CLERK

NOW, Therefore, in consideration of the premises and the sum of Ten ($10.00) Dollars, and other valuable co

sideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over ur

Assignee, Their heirs and assigns, an overriding royalty interest of a total of one-half of one

percent of eight-eighths, being one-quarter of one percent to each assignee,

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

This Overriding Royalty Assignment shall be subject to the terms of the existing lease.

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

Black Hawk Resources Corporation

BY: Ralph R. Wilkerso

Ralph R. Wilkerson, President

ATTEST: Lena M. Brune

Secretary

LESSEE

State of COLORADO
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 1st day of December, A. D. 19 80, before me personally appeared Ralph R. Wilkerson, to me personally known, who, being by me duly sworn, did say that he is the President of Black Hawk Resources 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 personally acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of December, A. D. 19 80

(SEAL)

Nancy A. Dehaan
Notary Public.

[redacted]

FORM NO. [redacted] **ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE** [redacted] TEXEL BLUE PRINT CASPER, WYOMING

This Overriding Royalty Assignment, made this 1st day of December, 19 80, by and between

Black Hawk Resources Corporation

whose address is 410 17th Street, Suite 500, Denver, CO 80202

hereinafter called Lessee; and Roy H. Guess and Jean R. Swirczynski

whose address is 210 Townsend Blvd., Casper, WY 82601

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated

July 1, 19 75 bearing Serial No. W-50511, of the U. S. Land & Survey Office, at

Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains

following described lands (hereinafter referred to as said lands), situated in Sublette County, State

Wyoming towit:

182428

Township 33North, Range 110 West, 6th P.M.
Section 3 : Lots 1,2,3,4, S½NE¼, SE¼NW¼, NE¼SW¼, SE¼
Section 10: E½NE¼
Section 11: All
Section 14: All
Section 24: SE¼SW¼
Section 25: NE¼NW¼
Containing 1923.24 acres, more or less

RECORDED Dec. 8 1980 2:00
IN BOOK 60 Misc PAGE 250
FEES 4.50 Lavina Yake COUNTY CLE
SUBLETTE COUNTY CLERK
by Dorothy Mott

NOW, Therefore, in consideration of the premises and the sum of Ten ($10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, Their heirs and assigns, an overriding royalty interest of a total of one-half of one cent eight-eighths, being one quarter of one percent to each assignee.

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

This Overriding Royalty Assignment shall be subject to the terms of the existing lease.

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

ATTEST: [illegible]
Secretary

Black Hawk Resources Corporation
By: Ralph R. Wilkerson
Ralph R. Wilkerson, President

LESSEE

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO }
County of DENVER } ss

On this 1st day of December, A. D. 19 80, before me personally appeared Ralph R. Wilkerson, to me personally known, who, being by me duly sworn, did say that he is the President of Black Hawk Resources 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 person acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of December, A. D. 1980

(SEAL)

Notary Public.

251

Form 3106-1
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 21(

Lease effective date 11-1-66

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
   1. R.J. Ackerman, an undivided 32.60350% Int.
   2. W.A. Sears, Jr., an undivided 17.76075% Int.
   3. J.J. Sullivan, an undivided 17.76075% Int.

   Address (include zip code)
   1. P.O. Box 1250, Casper, WY 82602
   2. P.O. Box 1369, Casper, WY 82602
   3. P.O. Box 1398, Casper, WY 82602

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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)

182180

Township 27 North - Range 112 West, 6th P.M.
Sec. 24: W/2W/2
Sec. 25: W/2
Containing 480 acres, more or less

Sublette County, Wyoming

RECORDED December 12 1980 8:00 AM
IN BOOK 60 O & G PAGE 251
FEES 12.50 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Miller

This Assignment is made specifically subject to the ADDENDUM which is attached hereto and made a part hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	68.125%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.875%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 12th day of June , 1980 .

(Assignor's Signature)
Attorney-in-Fact
PARTNERSHIP PROPERTIES CO.

P.O. Box 2250
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1980

001101

By
(Authorized Officer)
Chief, Br. of Lands & Minerals Operations
(Title)
NOV 28 1980
(Date)

[redacted] [redacted] [redacted] is official form

[redacted] [redacted] [redacted]

ASSIGNMENT OF RECORD TITLE INTEREST IN LEASE

A. Assignor HEREBY CERTIFIES THAT

1. Assignor is over the age of majority.

2. Assignor is a citizen of the United States.

3. Assignor is X Individual ___ Municipality ___ Association ___ Corporation. If other than an individual assignor's statement of its qualifications are attached. If previously furnished, identify the serial number o the record in which it filed.

4. Assignor's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each Leasing District in Alaska.

5. Assignee X is ___ is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

6. A filing fee of $25.00 is attached.

B. Assignee HEREBY AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Man agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 16th day of June, 1980.

R. J. ACKERMAN — P.O. Box 1250, Casper, WY 82602

W.A. SEARS, JR. — P.O. Box 1369, Casper, WY 82602

(Assignee's Signature) (Assignee's Address)

J. J. SULLIVAN — P.O. Box 1398, Casper, WY 82602

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form.* -- Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies.* -- File three copies completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee must accompany the assignment. File assignment within 90 days after date of final execution.

3. *Effect of Assignment.* -- An assignment if approved, takes effect on the first day of the month following the date it is filed in the proper office. Assignee's qualifications must be in full compliance with the regulations at the time it is executed. If bond is necessary, it must be furnished before approval of the assignment.

4. *Effect of Failure to File Timely.* -- If assignee and assignor desire that the assignment be effective as of the first day of the month following the date it is executed, they must submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have a interest in the lease. Within fifteen (15) days after th filing of the assignment, the assignee and all such othe interested parties must submit, together with evidence o their qualifications to hold the lease interest, separate signed statements giving the nature and extent of th interest of each, the nature of agreement between them if oral, and a copy of the agreement, if written.

5. *Effect of Approval.* -- Approval of assignment of a definately described portion of the leased lands creates separate leases of the retained and the assigned portion. It does not change the terms and conditions of the lea or the lease anniversary date for purposes of payment annual rental.

6. A copy of the lease out of which this assignment is mor should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulations at 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and regulations.

AUTHORITY: 30 U.S.C. 181 et seq.

PRINCIPAL PURPOSE: The information is to be used to process the application and to qualify the applicant.

ROUTINE USES:

1. The adjudication of the assignee's rights to the land or resources.
2. Furnish publication information in support of orders, notices, and land status records for the management, disposition and use of public lands and resources.
3. Furnish to appropriate Federal agencies when concurrence or review is required prior to granting a right on public lands or resources.
4. Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If all the information is not provided, the assignment may be rejected.

Assignment of Record Title
Oil & Gas Lease No. W-2108

ACKNOWLEDGEMENT

STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this 12th day of June, 1980, personally appeared W. F. Greve, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnership, and acknowledged to me that he executed the within instrument on behalf of Partnership Properties Co., for the purposes and considerations therein expressed, and as the free and voluntary act of said company.

Witness my hand and official seal.

My commission expires:

4-3-84

Deborah A. Wilson
Notary Public

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-2108 dated June 12, 1980 by and between PARTNERSHIP PROPERTIES CO., Assignor, and R. J. ACKERMAN, W. A. SEARS, JR. and J. J. SULLIVAN, Assignees

WHEREAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-2108 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co., and

WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-2108 , which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

1.	Dalco Oil Company (now Sabine Production Company)	37.5000%
2.	W. E. Walker Estate	9.3750%
3.	R. A. Venable, Independent Executor and Trustee under the Will of R. H. Venable, Deceased	9.3750%
4.	J. Lee Youngblood	3.1250%

And, WHEREAS, the W. E. Walker Estate was subsequently distributed so that the interests owned after distribution were as follows:

1.	Globe-Texas Company	4.1015625%
2.	United Petroleum Company	1.3668750%
3.	AA Development Company	0.6834375%
4.	4 named parties known as the Walker Heirs	1.0256250%
5.	Elizabeth Manget Walker Williamson	1.0256250%
6.	Mary Ann Allan (now deceased)	0.5859375%
7.	Francis Allan	0.5859375%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" each of the above named interest owners, hereinafter referred to as "the former interest owners", did assign all of their rights, title and interests in U.S.A. Oil and Gas Lease No. W-2108 to the following parties, hereinafter referred to as "the three Assignees", in the following percentages:

R. J. Ackerman P. O. Box 1250 Casper, WY 82602	an undivided 50.00% of Assignor's Interest
W. A. Sears, Jr. P. O. Box 1369 Casper, WY 82602	an undivided 25.00% of Assignor's Interest
J. J. Sullivan P. O. Box 1398 Casper, WY 82602	an undivided 25.00% of Assignor's Interest

And, WHEREAS, copies of each of the aforementioned instruments entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" have been filed in the case files at the office of the Bureau of Land Management in Cheyenne, Wyoming, and have been recorded in the records of Sublette County, Wyoming, so that the interests assigned by the former interest owners are now owned by and vested in the three Assignees,

And, WHEREAS, the three Assignees previously held interests through that certain Certificate attached to the Assignment of 1973 in the percentages as follows:

R. J. Ackerman	an undivided 2.9160%
W. A. Sears, Jr.	an undivided 2.9170%
J. J. Sullivan	an undivided 2.9170%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the three Assignees all of the certified interest

previously owned by the former interest owners plus the certified interest owned by the three Assignees through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the three Assignees in and under U.S.A. Oil and Gas Lease No. W-2108 in the total of 68.125%, divided between the three Assignees as follows:

R. J. Ackerman	an undivided	32.60350%
W. A. Sears, Jr.	an undivided	17.76075%
J. J. Sullivan	an undivided	17.76075%
TOTAL		68.12500%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-2108 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the three Assignees through their previous participation in these contracts, agreements and regulations due to their existing certified ownership in U.S.A. Oil and Gas Lease No. W-2108.

Now, for and in consideration of the interests conveyed herein and other value recognized and accepted by the parties signatory hereto, all parties to this ADDENDUM and to the Assignment to which this ADDENDUM is attached recognize, accept and verify the interests of R. J. Ackerman, W. A. Sears, Jr. and J. J. Sullivan as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the three Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-2108 , to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the three Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-2108.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 12th day of June, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES CO.

By: _____
Attorney-in-Fact

ASSIGNEES

_____
R. J. ACKERMAN

_____
W. A. SEARS, JR.

_____
J. J. SULLIVAN

256

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 2108

Lease effective date 11-1-66

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name and Address
Zach K. Brinkerhoff, Jr., an undivided 5.1042% int.
M. H. Brinkerhoff, an undivided 0.4687% int.
RWB Oil Corporation, an undivided 0.4688% int.
Brinkerhoff Enterprises, Ltd., an undivided 0.2083% int.
All of 3410 Anaconda Tower, 555 17th St., Denver, CO 80202

The undersigned, as owner of 31.25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M:
Section 24: W½W½
Section 25: W½
Containing 480.00 acres, more or less
Sublette County, Wyoming

182481

Recorded December 12 1980 at 2:20 P.M.
Book 60 Misc. Page 256
12-22-80 Sandy Yale COUNTY CLERK
SUBLETTE COUNTY CLERK

This assignment of interest is specifically subject to all of the terms and provisions of the ADDENDUM which is attached hereto and made a part hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	6.2500%
4. Specify interest or percent of record title interest being retained by assignor, if any	25.0000%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 July, 1980.

PARTNERSHIP PROPERTIES CO.

By: _____
(Assignor's Signature)
W. F. GREVE, JR., Attorney-in-Fact
Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

P. O. Box 2250
(Assignor's Address)
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1980

By Harold G. Stinchcomb
(Authorized Officer)
Chief, Br. of Lands & Minerals Operations
NOV 28 1980
(Title) (Date)

002123

[redacted] ART II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT **W-2108**

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. If other than an individua assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed ___.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charg able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in ea leasing District in Alaska.
5. Assignee X is ___ is not the sole party in interest in this assignment. Information as to interests of oth parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Ma agement, he will be bound by the terms and conditions of the lease described herein as to the lands cov ed l this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accrui under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of a drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by t lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980 .

(Assignee's Signature)
Zach K. Brinkerhoff, Jr.

M. H. Brinkerhoff

3410 Anaconda Tower, 555 17th Street
(Assignee's Address)

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

Assignment of Record Title
Oil & Gas Lease No. W-2108

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah G. Wilson, a Notary Public in and for the State of Colorado, on this 2nd day of July, 1980, personally appeared W. F. Greve Jr., known to me to be the person whose name is subscribed to the foregoing instrumer as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnershi and acknowledged to me that he executed the within instrument on behalf of Partnersh Properties Co., for the purposes and considerations therein expressed, and as the fr and voluntary act of said company.

Witness my hand and official seal.

My commission expires: 4-3-84

Deborah G. Wilson
Notary Public

[illegible] and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

U.S. Government Printing Office 1980-677-654/407

PART II 258

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT W-2108

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individua assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charg able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in ea leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of oth parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Ma agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered t this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accrui under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of a drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by tl lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980.
ATTEST:

By: J. L. Jackson
Title: Assistant Secretary

RWB OIL CORPORATION

By: [signature]
Title: Vice President
3410 Anaconda Tower, 555 17th Street
Denver, Colorado 80202
(City) (State) (Zip Code

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

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT W-2108

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. If other than an individu assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charg able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in ea leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of oth parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

[X] Partnership

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land M agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accru under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980.
BRINKERHOFF ENTERPRISES, LTD. (a Partnership)

By: [signature]
Title: General Partner

3410 Anaconda Tower, 555 17th Street

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

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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdicti on.

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-2108 dated July 2, 1980, by and between PARTNERSHIP PROPERTIES CO., Assignor, and ZACH K. BRINKERHOFF, JR., M. H. BRINKERHOFF, RWB OIL CORPORATION and BRINKERHOFF ENTERPRISES, LTD., Assignees

WHEREAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-2108 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co.,

And, WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-2108 , which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

Brinkerhoff Drilling Company	3.1250%
Zach K. Brinkerhoff, Jr.	3.1250%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES OIL AND GAS LEASES" dated the 1st day of July, 1977, and recorded in the County Records of Sublette County, Wyoming, in Book 54 O&G at page 390, Brinkerhoff Drilling Company, Inc., previously known as Brinkerhoff Drilling Company, assigned all of its rights, title and interest in and under U.S.A. Lease No. W-2108 to the following parties, hereinafter referred to as "the four Assignee in the following percentages:

Zach K. Brinkerhoff, Jr. 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 63-1/3% of its 3.1250%, being a net interest in said lease of	1.9792%
M. H. Brinkerhoff 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4687%
RWB Oil Corporation 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4688%
Brinkerhoff Enterprises, Ltd. (a Partnership) 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 6-2/3% of its 3.1250%, being a net interest in said lease of	0.2083%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the four Assignees all of the certified interests previously owned by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the four Assignees in and under U.S.A. Oil and Gas Lease No. W-2108 in the total of 6.2500%, assigned to the four Assignees as follows:

Zach K. Brinkerhoff, Jr.	5.1042%
M. H. Brinkerhoff	0.4687%
RWB Oil Corporation	0.4688%
Brinkerhoff Enterprises, Ltd.	0.2083%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-2108 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the four Assignees through their previous association with Brinkerhoff Drilling Company and through their knowledge of and understanding of the ownership by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. of the certified lease interests in U.S.A. Oil and Gas Lease No. W-2108.

Now, for and in consideration of the interests conveyed herein and other value recognized and accepted by the parties signatory hereto, all parties to this ADDENDUM and/or to the Assignment to which this ADDENDUM is attached recognize, accept

and verify the interests of Zach K. Brinkerhoff, Jr., M. H. Brinkerhoff, RWB Oil Corporation and Brinkerhoff Enterprises, Ltd. (a Partnership) as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the four Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-2108 , to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the four Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-2108 . Brinkerhoff Drilling Company, Inc. executes this ADDENDUM to acknowledge, accept and confirm the transfer of interests previously held by its predecessor Brinkerhoff Drilling Company, and to acknowledge and confirm that the operating rights assigned to the four Assignees in the instrument dated July 1, 1977 are the same interests as those owned by Brinkerhoff Drilling Company through the Certifica attached to the Assignment of 1973.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 2nd day of July, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES 00.

By: _____
W. F. Greve, Jr., Attorney-in-Fact

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

ASSIGNEES

_____
M. H. BRINKERHOFF

_____
ZACH K. BRINKERHOFF, JR.

ATTEST:

RWB OIL CORPORATION

By: _____
Title: Assistant Secretary

By: _____
Title: Vice President

Authority of M. H. Brinkerhoff, Vice President of RWB Oil Corporation, to execute a Attorney-in-Fact for RWB Oil Corporation is on file in Serial Number W-56943, and still in effect.

BRINKERHOFF ENTERPRISES, LTD.
(a Partnership)

By: _____
General Partner

Authority of Zach K. Brinkerhoff, Jr., General Partner for Brinkerhoff Enterprises Ltd., to execute as Attorney-in-Fact for Brinkerhoff Enterprises, Ltd. (a Partnership), is on file in Serial Number W-56943, and is still in effect.

EXECUTED in confirmation and acceptance of terms and provisions of the assignment of interests herein, but not as a party-in-interest to this ADDENDUM or the assignment to which this ADDENDUM is attached.

ATTEST:

BRINKERHOFF DRILLING COMPANY, INC.

By: _____
Title:

By: _____
Title: VP

Form 4100-1
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 2108

Lease effective date
11-1-66

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

JOHN P. ALBANESE

Address (include zip code)

P. O. Box 1397, Casper, Wyoming 82602

The undersigned, as owner of 31.875 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M.
Section 24: W½W½
Section 25: W½
Containing 480.00 acres, more or less
Sublette County, Wyoming

002122
Filed for Record
Dec 12 1980 8:00 A.M.
Book 60 Misc
Page 261
Fee $6.00
Sara J. York
COUNTY CLERK
SUBLETTE COUNTY CLERK

The interest assigned herein is in recognition of and is a distribution and conveyance of the certified interest owned by Assignee through that certain Assignment from Mount Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., dated March 7, 1973. Further, it is agreed that Assignee herein takes record title to the interest assigned herein subject to all contracts, agreements and regulations known by Assignee to be applicable to this lease.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	0.6250%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.2500%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 27th day of June, 1980.

PARTNERSHIP PROPERTIES CO.

By: _____
(Assignor's Signature)
W. F. Greve, Jr., Attorney-in-Fact

P. O. Box 2250
(Assignor's Address)

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1980

By Harold G. Stinchcomb
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

NOV 28 1980
(Date)

002122

261

Do not write on both sides of this official form

Claims

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. If other than an individua assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Ma agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruin under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 1st day of July, 19 80.

John P. Albanese
(Assignee's Signature)

JOHN P. ALBANESE

P. O. Box 1397
(Assignee's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

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

Assignment of Record Title
Oil & Gas Lease No. W-2108

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah A. Wilson, a Notary Public in and for the Stat of Colorado, on this 2nd day of June, 1980, personally appeared W. F. Grev Jr., known to me to be the person whose name is subscribed to the foregoing instrume as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnershi and acknowledged to me that he executed the within instrument on behalf of Partnersh Properties Co., for the purposes and considerations therein expressed, and as the fr and voluntary act of said company.

Witness my hand and official seal.

My commission expires: 4-3-84

Deborah A. Wilson
Notary Public

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

[redacted] [redacted] [redacted]

GPO 1980-677-654/407

Form 3100–5
March 1980

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 2691

Lease effective date
12-1-66

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name 1. R.J. Ackerman, an undivided 32.60350% Int.
2. W.A. Sears, Jr., an undivided 17.76075% Int.
3. J.J. Sullivan, an undivided 17.76075% Int.

Address (include zip code)
1. P.O. Box 1250, Casper, WY 82602
2. P.O. Box 1369, Casper, WY 82602
3. ~~P.O. Box 1398, Casper, WY 82602~~

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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)

122193

Township 27 North - Range 111 West, 6th P.M.
Sec. 31: NE, N/2SE, E/2NW, NESW, Lots 1-7 inclusive
Sec. 32: Lot 1
Containing 592.69 acres, more or less

Sublette County, Wyoming

RECORDED Dec 12 1980 8:00A
IN BOOK 60 Oil & Gas PAGE 263
FEES 12.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McCall

This Assignment is made specifically subject to the ADDENDUM which is attached hereto and made a part hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	68.125%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.875%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 12th day of June , 1980 .

(Assignor's Signature)
Attorney-in-Fact
PARTNERSHIP PROPERTIES CO.

P.O. Box 2250
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1980

001102

By Harold G. Steinhoff
(Authorized Officer)
Chief, Br. of Lands & Minerals Operations
DEC 3 1980
(Title) (Date)

See Instructions on reverse side of this official 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 [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number o the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Man agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruin under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 16th day of June, 1980.

R. J. ACKERMAN

W. A. SEARS, JR. (Assignee's Signature)

J. J. SULLIVAN

P. O. Box 1250, Casper, WY 82602

P. O. Box 1369, Casper, WY 82602

(Assignee's Address)

P. O. Box 1398, Casper, WY 82602

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of record title in-interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the 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. Assignee's qualifi-cations *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* -- If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statemen giving the names of any other parties who will have a interest in the lease. Within fifteen (15) days after th filing of the assignment, the assignee and all such oth interested parties *must* submit, together with evidence their qualifications to hold the lease interest, separat signed statements giving the nature and extent of th interest of each, the nature of agreement between them if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* — Approval of assignment of a d finitely described portion of the leased lands creat separate leases of the retained and the assigned portion It does *not* change the terms and conditions of the lea or the lease anniversary date for purposes of payment annual rental.

6. A copy of the lease out of which this assignment is ma should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of nota-tions made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concur-rence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the in-formation is not provided, the assignment may be rejected.

DEC 3 1980

Assignment of Record Title
Oil & Gas Lease No. W-2690

ACKNOWLEDGEMENT

STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

Before me, Deborah A. Wilson, a Notary Public and for the State of Colorado, on this 12th day of June, 1980, personally appeared W. F. Greve, Jr., known to me to be the pe. son whose name is subscribed to the foregoing instrument as th. Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnership, and acknowledged to me that he executed the within instrument on behalf of Partnership Properties Co., for the purposes and considerations therein expressed, and as the free and voluntary act of said company.

Witness my hand and official seal.

My commission expires:
4-3-84

Deborah A. Wils
Notary Public

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-2690 dated June 12, 1980 by and between PARTNERSHIP PROPERTIES CO., Assignor, and R. J. ACKERMAN, W. A. SEARS, JR. and J. J. SULLIVAN, Assignees

WHEREAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-2690 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co., and

WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-2690 , which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

1.	Dalco Oil Company (now Sabine Production Company)	37.5000%
2.	W. E. Walker Estate	9.3750%
3.	R. A. Venable, Independent Executor and Trustee under the Will of R. H. Venable, Deceased	9.3750%
4.	J. Lee Youngblood	3.1250%

And, WHEREAS, the W. E. Walker Estate was subsequently distributed so that the interests owned after distribution were as follows:

1.	Globe-Texas Company	4.1015625%
2.	United Petroleum Company	1.3668750%
3.	AA Development Company	0.6834375%
4.	4 named parties known as the Walker Heirs	1.0256250%
5.	Elizabeth Manget Walker Williamson	1.0256250%
6.	Mary Ann Allan (now deceased)	0.5859375%
7.	Francis Allan	0.5859375%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" each of the above named interest owners, hereinafter referred to as "the former interest owners", did assign all of their rights, title and interests in U.S.A. Oil and Gas Lease No. W-2690 to the following parties, hereinafter referred to as "the three Assignees", in the following percentages:

R. J. Ackerman P. O. Box 1250 Casper, WY 82602	an undivided 50.00% of Assignor's Interest
W. A. Sears, Jr. P. O. Box 1369 Casper, WY 82602	an undivided 25.00% of Assignor's Interest
J. J. Sullivan P. O. Box 1398 Casper, WY 82602	an undivided 25.00% of Assignor's Interest

And, WHEREAS, copies of each of the aforementioned instruments entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" have been filed in the case files at the office of the Bureau of Land Management in Cheyenne, Wyoming, and have been recorded in the records of Sublette County, Wyoming, so that the interests assigned by the former interest owners are now owned by and vested in the three Assignees,

And, WHEREAS, the three Assignees previously held interests through that certain Certificate attached to the Assignment of 1973 in the percentages as follows:

R. J. Ackerman	an undivided 2.9160%
W. A. Sears, Jr.	an undivided 2.9170%
J. J. Sullivan	an undivided 2.9170%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the three Assignees all of the certified interests

previously owned by the former interest owners plus the certified interest owned by the three Assignees through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the three Assignees in and under U.S.A. Oil and Gas Lease No. W-2690 in the total of 68.125%, divided between the three Assignees as follows:

R. J. Ackerman	an undivided	32.60350%
W. A. Sears, Jr.	an undivided	17.76075%
J. J. Sullivan	an undivided	17.76075%
TOTAL		68.12500%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-2690 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the three Assignees through their previous participation in these contracts, agreements and regulations due to their existing certified ownership in U.S.A. Oil and Gas Lease No. W-2690.

Now, for and in consideration of the interests conveyed herein and other value recognized and accepted by the parties signatory hereto, all parties to this ADDENDUM and to the Assignment to which this ADDENDUM is attached recognize, accept and verify the interests of R. J. Ackerman, W. A. Sears, Jr. and J. J. Sullivan as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the three Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-2690, to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the three Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-2690.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 12th day of June, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES CO.

By: _____
Attorney-in-Fact

ASSIGNEES

_____
R. J. ACKERMAN

_____
W. A. SEARS, JR.

_____
J. J. SULLIVAN

268

Form 3106-1
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 2690

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name and Address
Zach K. Brinkerhoff, Jr., an undivided 5.1042% int.
M.H. Brinkerhoff, an undivided 0.4687% int.
RWB Oil Coroproation, an undivided 0.4688% int.
Brinkerhoff Enterprises, Ltd., an undivided 0.2083% int.
All of 3410 Anaconda Tower, 555 17th St., Denver, CO 80202

The undersigned, as owner of 31.25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.
Section 31: Lots 1 thru 7 inclusive, NE¼, E½NW¼, NE¼SW¼, N½SE¼
Section 32: Lot 1
Containing 592.69 acres, more or less.
Sublette County, Wyoming

This assignment of interest is specifically subject to all of the terms and provisio of the ADDENDUM which is attached hereto and made a part hereof.

124

RECORDED Dec. 12 1980 8:40 A.M.
IN BOOK 60 Misc PAGE 268
FEE $12.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	6.2500%
4. Specify interest or percent of record title interest being retained by assignor, if any	25.0000%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 July, 19 80.

PARTNERSHIP PROPERTIES CO.

By: _____
(Assignor's Signature)
W. F. GREVE, JR., Attorney-in-Fact
Authority of W.F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033 and is still in effect.

P. O. Box 2250
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1980

By Harold G. Stinchcomb
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

DEC 3 1980
(Date)

002125

[redacted] [redacted] [redacted] as official form

[redacted] [redacted] [redacted]

ASSIGNMENT OF RECORD TITLE INTEREST FOR APPROVAL OF ASSIGNMENT W-2690

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority.

2. Assignee is a citizen of the United States.

Assignee is X Individual ___ Municipality ___ Association ___ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the case in which filed ___.

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

Assignee X is ___ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

4. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of all drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to ensure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July, 1980.

(Assignee's Signature)

ZACH K. BRINKERHOFF, JR.

M. H. BRINKERHOFF

3410 Anaconda Tower, 555 17th Street
(Assignee's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of th

Assignment of Record Title
Oil & Gas Lease No. W-2690

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this 2nd day of July, 1980, personally appeared W. F. Greve Jr., known to me to be the person whose name is subscribed to the foregoing instrumen as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnership and acknowledged to me that he executed the within instrument on behalf of Partnershi Properties Co., for the purposes and considerations therein expressed, and as the free and voluntary act of said company.

Witness my hand and official seal.

My commission expires: 4-3-84

Deborah A. Wilson
Notary Public

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

U.S. Government Printing Office: 1980-677/654/407

PART II 270

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT W-2690

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individu assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charg able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in ea leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of oth parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land M agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accrui under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of a drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by t lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980 .

ATTEST:

By: _____
Title: Assistant Secretary

RWB OIL CORPORATION

By: _____
Title: Vice President
3410 Anaconda Tower, 555 17th Street
Denver, Colorado 80202
(City) (State) (Zip Cod

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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT W-2690

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. If other than an individu assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 char able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in e leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of ot parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

[X] Partnership

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land M agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accru under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980 .

BRINKERHOFF ENTERPRISES, LTD. (a Partnership)

By: _____
Title: General Partner

3410 Anaconda Tower, 555 17th Street

Denver, Colorado 80202

(City) (State) (Zip C

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

[redacted] [redacted] [redacted]

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-2690 dated July 2, 1980, by and between PARTNERSHIP PROPERTIES CO., Assignor, and ZACH K. BRINKERHOFF, JR., M. H. BRINKERHOFF, RWB OIL CORPORATION and BRINKERHOFF ENTERPRISES, LTD., Assignees

WHEREAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-2690 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co.,

And, WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-2690 , which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

Brinkerhoff Drilling Company	3.1250%
Zach K. Brinkerhoff, Jr.	3.1250%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES OIL AND GAS LEASES" dated the 1st day of July, 1977, and recorded in the County Records of Sublette County, Wyoming, in Book 54 O&G at page 390, Brinkerhoff Drilling Company, Inc., previously known as Brinkerhoff Drilling Company, assigned all of its rights, title and interest in and under U.S.A. Lease No. W-2690 to the following parties, hereinafter referred to as "the four Assignee in the following percentages:

Zach K. Brinkerhoff, Jr. 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 63-1/3% of its 3.1250%, being a net interest in said lease of	1.9792%
M. H. Brinkerhoff 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4687%
RWB Oil Corporation 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4688%
Brinkerhoff Enterprises, Ltd. (a Partnership) 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 6-2/3% of its 3.1250%, being a net interest in said lease of	0.2083%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the four Assignees all of the certified interests previously owned by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the four Assignees in and under U.S.A. Oil and Gas Lease No. W-2690 in the total of 6.2500%, assigned to the four Assignees as follows:

Zach K. Brinkerhoff, Jr.	5.1042%
M. H. Brinkerhoff	0.4687%
RWB Oil Corporation	0.4688%
Brinkerhoff Enterprises, Ltd.	0.2083%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-2690 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the four Assignees through their previous association with Brinkerhoff Drilling Company and through their knowledge of and understanding of the ownership by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. of the certified lease interests in U.S.A. Oil and Gas Lease No. W-2690.

Now, for and in consideration of the interests conveyed herein and other value recognized and accepted by the parties signatory hereto, all parties to this ADDENDUM and/or to the Assignment to which this ADDENDUM is attached recognize, accept

and verify the interests of Zach K. Brinkerhoff, Jr., M. H. Brinkerhoff, RWB Oil Corporation and Brinkerhoff Enterprises, Ltd. (a Partnership) as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the four Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-2690 , to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the four Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-2690 . Brinkerhoff Drilling Company, Inc. executes this ADDENDUM to acknowledge, accept and confirm the transfer of interests previously held by its predecessor Brinkerhoff Drilling Company, and to acknowledge and confirm that the operating rights assigned to the four Assignees in the instrument dated July 1, 1977 are the same interests as those owned by Brinkerhoff Drilling Company through the Certifica attached to the Assignment of 1973.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 2nd day of July, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES CO.

By: _____
W. F. Greve, Jr., Attorney-in-Fact

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

ASSIGNEES

_____
M. H. BRINKERHOFF

_____
ZACH K. BRINKERHOFF, JR.

ATTEST:

RWB OIL CORPORATION

By: _____
Title: Assistant Secretary

By: _____
Title: Vice President

Authority of M. H. Brinkerhoff, Vice President of RWB Oil Corporation, to execute a Attorney-in-Fact for RWB Oil Corporation is on file in Serial Number W-56943, and still in effect.

BRINKERHOFF ENTERPRISES, LTD.
(a Partnership)

By: _____
General Partner

Authority of Zach K. Brinkerhoff, Jr., General Partner for Brinkerhoff Enterprises Ltd., to execute as Attorney-in-Fact for Brinkerhoff Enterprises, Ltd. (a Partnership), is on file in Serial Number W-56943, and is still in effect.

EXECUTED in confirmation and acceptance of terms and provisions of the assignment of interests herein, but not as a party-in-interest to this ADDENDUM or the assignment to which this ADDENDUM is attached.

ATTEST:

BRINKERHOFF DRILLING COMPANY, INC.

By: _____
Title:

By: _____
Title: V. P.

[redacted] [redacted] [redacted]

Form 3160
March 1980

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Lease Serial No. W 2690

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

JOHN P. ALBANESE

Address (include zip code)

P. O. Box 1397, Casper, Wyoming 82602

The undersigned, as owner of 31.875 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.
Section 31: NE¼, N½SE¼, E½NW¼, NE¼SW¼, Lots 1-7 inclusive
Section 32: Lot 1
Containing 592.69 acres, more or less
Sublette County, Wyoming

RECORDED Dec 12 1980 8:00 A.M.
IN BOOK 60 Misc PAGE 273
FEES $ 5.00 Sara Yost COUNTY CLERK
SUBLETTE COUNTY CLERK

The interest assigned herein is in recognition of and is a distribution and conveyance of the certified interest owned by Assignee through that certain Assignment from Mounta Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., dated March 7, 1973. Further, it is agreed that Assignee herein takes record title to the interest assigned herein subject to all contracts, agreements and regulations known by Assignee to be applicable to this lease.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	0.6250%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.2500%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 27th day of June, 19 80.

PARTNERSHIP PROPERTIES CO.

By: _____
(Assignor's Signature)
W. F. Greve, Jr., Attorney-in-Fact

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

P. O. Box 2250
(Assignor's Address)
Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1980

By Harold G. Stinehour
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations
(Title)

DEC 3 1980
(Date)

002124

Do not write on back of both sides of this official form

223

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. If other than an individua assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed ___.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee X is ___ is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Man agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruin under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 1st day of July, 1980.

John P. Albanese
(Assignee's Signature)

JOHN P. ALBANESE

P. O. Box 1397
(Assignee's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

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

Assignment of Record Title
Oil & Gas Lease No. W-2690

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this 2nd day of June, 1980, personally appeared W. F. Greve Jr., known to me to be the person whose name is subscribed to the foregoing instrumen as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnership and acknowledged to me that he executed the within instrument on behalf of Partnershi Properties Co., for the purposes and considerations therein expressed, and as the fre and voluntary act of said company.

Witness my hand and official seal.

My commission expires: 4-3-84

Deborah A. Wilson
Notary Public

process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-5
March 1980

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 3771

Lease effective date 2 / 6 /

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
1. R.J. Ackerman, an undivided 32.60350% Int.
2. W.A. Sears, Jr., an undivided 17.76075% Int.
3. J.J. Sullivan, an undivided 17.76075% Int.

Address (include zip code)
1. P.O. Box 1250, Casper, WY 82602
2. P.O. Box 1369, Casper, WY 82602
3. P.O. Box 1398, Casper, WY 82602

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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)

1986

Township 27 North - Range 112 West, 6th P.M.
Sec. 13: W/2W/2
Sec. 25: E/2
Containing 480 acres, more or less

Sublette County, Wyoming

Rec'd Jun 12 1980 8:00 A.M.
Book 60 Oil & Gas PAGE 275
Fee $12.00 Karen Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK

This Assignment is made specifically subject to the ADDENDUM which is attached hereto and made a part hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	68.125%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.875%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 12th day of June, 19 80.

P.O. Box 2250
(Assignor's Address)

(Assignor's Signature)
Attorney-in-Fact
PARTNERSHIP PROPERTIES CO.

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1980

By Harold G. Stanley
(Authorized Officer)
Chief, Br. of Lands & Minerals [illegible]

NOV 26 1980
(Title) (Date)

001103

275

Instruct

276

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. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 16th day of June, 1980.

R. J. ACKERMAN — P. O. Box 1250, Casper, WY 82602

W.A. SEARS, JR. (Assignee's Signature) — P. O. Box 1369, Casper, WY 82602 (Assignee's Address)

J. J. SULLIVAN — P. O. Box 1398, Casper, WY 82602

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the 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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate signed statements giving the nature and extent of the interest of each, the nature of agreement between them if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portion. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Assignment of Record Title
Oil & Gas Lease No. W-3776

ACKNOWLEDGEMENT

STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this 12th day of June, 1980, personally appeared W. F. Greve, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnership, and acknowledged to me that he executed the within instrument on behalf of Partnership Properties Co., for the purposes and considerations therein expressed, and as the free and voluntary act of said company.

Witness my hand and official seal.

My commission expires:
4-3-84

Deborah A. Wils
Notary Public

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-3776 dated June 12, 1980 by and between PARTNERSHIP PROPERTIES CO., Assignor, and R. J. ACKERMAN, W. A. SEARS, JR. and J. J. SULLIVAN, Assignees

WHEREAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-3776 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co., and

WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-3776 , which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

1.	Dalco Oil Company (now Sabine Production Company)	37.5000%
2.	W. E. Walker Estate	9.3750%
3.	R. A. Venable, Independent Executor and Trustee under the Will of R. H. Venable, Deceased	9.3750%
4.	J. Lee Youngblood	3.1250%

And, WHEREAS, the W. E. Walker Estate was subsequently distributed so that the interests owned after distribution were as follows:

1.	Globe-Texas Company	4.1015625%
2.	United Petroleum Company	1.3668750%
3.	AA Development Company	0.6834375%
4.	4 named parties known as the Walker Heirs	1.0256250%
5.	Elizabeth Manget Walker Williamson	1.0256250%
6.	Mary Ann Allan (now deceased)	0.5859375%
7.	Francis Allan	0.5859375%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" each of the above named interest owners, hereinafter referred to as "the former interest owners", did assign all of their rights, title and interests in U.S.A. Oil and Gas Lease No. W-3776 to the following parties, hereinafter referred to as "the three Assignees", in the following percentages:

R. J. Ackerman P. O. Box 1250 Casper, WY 82602	an undivided 50.00% of Assignor's Interest
W. A. Sears, Jr. P. O. Box 1369 Casper, WY 82602	an undivided 25.00% of Assignor's Interest
J. J. Sullivan P. O. Box 1398 Casper, WY 82602	an undivided 25.00% of Assignor's Interest

And, WHEREAS, copies of each of the aforementioned instruments entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" have been filed in the case files at the office of the Bureau of Land Management in Cheyenne, Wyoming, and have been recorded in the records of Sublette County, Wyoming, so that the interests assigned by the former interest owners are now owned by and vested in the three Assignees,

And, WHEREAS, the three Assignees previously held interests through that certain Certificate attached to the Assignment of 1973 in the percentages as follows:

R. J. Ackerman	an undivided 2.9160%
W. A. Sears, Jr.	an undivided 2.9170%
J. J. Sullivan	an undivided 2.9170%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the three Assignees all of the certified interests

previously owned by the former interest owners plus the certified interest owned by the three Assignees through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the three Assignees in and under U.S.A. Oil and Gas Lease No. W-3776 in the total of 68.125%, divided between the three Assignees as follows:

R. J. Ackerman	an undivided	32.60350%
W. A. Sears, Jr.	an undivided	17.76075%
J. J. Sullivan	an undivided	17.76075%
TOTAL		68.12500%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-3776 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the three Assignees through their previous participation in these contracts, agreements and regulations due to their existing certified ownership in U.S.A. Oil and Gas Lease No. W-3776.

Now, for and in consideration of the interests conveyed herein and other value recognized and accepted by the parties signatory hereto, all parties to this ADDENDUM and to the Assignment to which this ADDENDUM is attached recognize, accept and verify the interests of R. J. Ackerman, W. A. Sears, Jr. and J. J. Sullivan as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the three Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-3776, to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the three Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-3776.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 12th day of June, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES CO.

By: _____
Attorney-In-Fact

ASSIGNEES

_____
R. J. ACKERMAN

_____
W. A. SEARS, JR.

_____
J. J. SULLIVAN

280

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 377

Lease effective date 2-1-67

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name and Address
Zach K. Brinkerhoff, Jr., an undivided 5.1042% int.
M.H. Brinkerhoff, an undivided 0.4687% int.
RWB Oil Corporation, an undivided 0.4688% int.
Brinkerhoff Enterprises, Ltd., an undivided 0.2083% int.
All of 3410 Anaconda Tower, 555 17th St., Denver, CO 80202

The undersigned, as owner of 31.25 percent of the record title of the above-designated oil and gas lease, 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 assigament (43 CFR 3101.2-3)

Township 27 North, Range 112 West, 6th P.M.
Section 13: W½W½
Section 25: E½
Containing 480.00 acres, more or less
Sublette County, Wyoming

RECORDED Dec. 12 1982 8:00 A.M.
BOOK 64 Abst PAGE 280
12th Lora Lynde COUNTY CLERK
SUBLETTE COUNTY CLERK

This assignment of interest is specifically subject to all of the terms and provisions of the ADDENDUM which is attached hereto and made a part hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	6.2500%
4. Specify interest or percent of record title interest being retained by assignor, if any	25.0000%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 July, 1980.

PARTNERSHIP PROPERTIES CO.

By: _____
(Assignor's Signature)

W. F. GREVE, JR., Attorney-In-Fact
Authority of W.F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033 and is still in effect.

P. O. Box 2250
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1980

By _____
(Authorized Officer)
Chief, Br. of Lands &
Mineral Operations

(Title)

NOV 23 1980
(Date)

002127

[illegible] W-3776

[illegible] THAT
[illegible]
[illegible]
[illegible] X [illegible] Corporation. If other than an individua [illegible] attached. If previously furnished, identify the serial number [illegible]
[illegible] gas options or 246,000 charge [illegible] acres in leases and options in eac [illegible]
[illegible] X [illegible] interest in this assignment. Information as to interests of othe [illegible] (43 CFR 3106).
[illegible]

B. [illegible] That, upon approval of this assignment by the authorized officer of the Bureau of Land Ma[illegible] he will be bound by the terms and conditions of the lease described herein as to the lands covered b[illegible] this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruin[illegible] under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an[illegible] drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th[illegible] lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July, 1980.

(Assignee's Signature)
ZACH K. BRINKERHOFF, JR.

M. H. BRINKERHOFF

3410 Anaconda Tower, 555 17th Street
(Assignee's Address)

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

[illegible] department or agency of th[illegible]

Assignment of Record Title
Oil & Gas Lease No. W-3776

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this [illegible] day of July, 1980, personally appeared W. F. Greve Jr., known to me to be the person whose name is subscribed to the foregoing instrumen[illegible] as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnership and acknowledged to me that he executed the within instrument on behalf of Partnershi[illegible] Properties Co., for the purposes and considerations therein expressed, and as the fre[illegible] and voluntary act of said company.

Witness my hand and official seal.

My commission expires: [illegible]

Notary Public

[illegible]

[illegible] rights to the land or [illegible]
[illegible] in support of notations made on land status records for the management, disposal, and use of public lands and resources.
[illegible] Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

[illegible] PROVIDING INFORMATION [illegible] the assignment may be rejected.

[illegible] Government Printing Office 1980-67758

[redacted] ASSIGNEE'S REQUES[redacted] APPROVAL OF ASSIGNMENT W-[redacted]

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individu assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 char able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in e leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of ot parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land M agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accru under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980 .

ATTEST:

By: [signature]
Title: Assistant Secretary

RWB OIL CORPORATION

By: [signature]
Title: Vice President

3410 Anaconda Tower, 555 17th Street
Denver, Colorado 80202
(City) (State) (Zip Co

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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdicti on.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT W-3776

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States [X] Partnership
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individ assignee's statement of its qualifications are attached. If previously furnished, identify the serial numbe the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 char able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in e leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of ot parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land M agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accru under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980 .

BRINKERHOFF ENTERPRISES, LTD. (a Partnership)

By: [signature]
Title: General Partner

3410 Anaconda Tower, 555 17th Street

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

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

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-3776 dated July 1, 1980, by and between PARTNERSHIP PROPERTIES CO., Assignor, and ZACH K. BRINKERHOFF, JR., M. H. BRINKERHOFF, RWB OIL CORPORATION and BRINKERHOFF ENTERPRISES, LTD., Assignees

WHEREAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-3776 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co.,

And, WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-3776 , which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

Brinkerhoff Drilling Company	3.1250%
Zach K. Brinkerhoff, Jr.	3.1250%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES OIL AND GAS LEASES" dated the 1st day of July, 1977, and recorded in the County Records of Sublette County, Wyoming, in Book 54 O&G at page 390, Brinkerhoff Drilling Company, Inc., previously known as Brinkerhoff Drilling Company, assigned all of its rights, title and interest in and under U.S.A. Lease No. W-3776 to the following parties, hereinafter referred to as "the four Assigne in the following percentages:

Zach K. Brinkerhoff, Jr. 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 63-1/3% of its 3.1250%, being a net interest in said lease of	1.9792%
M. H. Brinkerhoff 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4687%
RWB Oil Corporation 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4688%
Brinkerhoff Enterprises, Ltd. (a Partnership) 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 6-2/3% of its 3.1250%, being a net interest in said lease of	0.2083%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the four Assignees all of the certified interests previously owned by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the four Assignees in and under U.S.A. Oil and Gas Lease No. W-3776 in the total of 6.2500%, assigned to the four Assignees as follows:

Zach K. Brinkerhoff, Jr.	5.1042%
M. H. Brinkerhoff	0.4687%
RWB Oil Corporation	0.4688%
Brinkerhoff Enterprises, Ltd.	0.2083%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-3776 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the four Assignees through their previous association with Brinkerhoff Drilling Company and through their knowledge of and understanding of the ownership by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. of the certified lease interests in U.S.A. Oil and Gas Lease No. W-3776.

Now, for and in consideration of the interests conveyed herein and other valu recognized and accepted by the parties signatory hereto, all parties to this ADDENDUM and/or to the Assignment to which this ADDENDUM is attached recognize, accept

and verify the interests of Zach K. Brinkerhoff, Jr., M. H. Brinkerhoff, RWB Oil Corporation and Brinkerhoff Enterprises, Ltd. (a Partnership) as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the four Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-3776 , to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the four Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-3776 . Brinkerhoff Drilling Company, Inc. executes this ADDENDUM to acknowledge, accept and confirm the transfer of interests previously held by its predecessor Brinkerhoff Drilling Company, and to acknowledge and confirm that the operating rights assigned to the four Assignees in the instrument dated July 1, 1977 are the same interests as those owned by Brinkerhoff Drilling Company through the Certific attached to the Assignment of 1973.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 2nd day of July, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES CO.

By: _____
W. F. Greve, Jr., Attorney-in-Fact

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

ASSIGNEES

_____
M. H. BRINKERHOFF

_____
ZACH K. BRINKERHOFF, JR.

ATTEST:

By: _____
Title: Assistant Secretary

RWB OIL CORPORATION

By: _____
Title: Vice President

Authority of M. H. Brinkerhoff, Vice President of RWB Oil Corporation, to execute Attorney-in-Fact for RWB Oil Corporation is on file in Serial Number W-56943, and still in effect.

BRINKERHOFF ENTERPRISES, LTD.
(a Partnership)

By: _____
General Partner

Authority of Zach K. Brinkerhoff, Jr., General Partner for Brinkerhoff Enterprises Ltd., to execute as Attorney-in-Fact for Brinkerhoff Enterprises, Ltd. (a Partnership), is on file in Serial Number W-56943, and is still in effect.

EXECUTED in confirmation and acceptance of terms and provisions of the assignment of interests herein, but not as a party-in-interest to this ADDENDUM or the assignment to which this ADDENDUM is attached.

ATTEST:

By: _____
Title:

BRINKERHOFF DRILLING COMPANY, INC.

By: _____
Title: V.P.

285

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1580

Lease Serial No. W 3711

Lease effective date: 2/1/67

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

JOHN P. ALBANESE

Address (Number and street)

P. O. Box 1397, Casper, Wyoming 82602

The undersigned, as owner of 31.875 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M.
Section 13: W½W½
Section 25: E½
Containing 480.00 acres, more or less
Sublette County, Wyoming

RECORDED Dec 12 1980 8¼
IN BOOK 60 Asst
FEES 5.00 Paid
SUBLETTE COUNTY CLERK
by [illegible]

The interest assigned herein is in recognition of and is a distribution and conveyance of the certified interest owned by Assignee through that certain Assignment from Mounta Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., dated March 7, 1973. Further, it is agreed that Assignee herein takes record title to the interest assigned herein subject to all contracts, agreements and regulations known by Assignee to be applicable to this lease.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	0.6250%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.2500%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 oil well per day averaged on the monthly basis is 15 barrels or less.

Certification. 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 June, 1980.

PARTNERSHIP PROPERTIES CO.

By: [signature]
(Assignor's Signature)
W. F. Greve, Jr., Attorney-in-Fact

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

P. O. Box 2250
(Assignee's Address)
Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective [illegible], 1980

By [signature]
(Authorized Officer)
Chief Records & [illegible]

(Title) [illegible] (Date)

002126

[illegible] Official form

[redacted] [redacted] [redacted]

ASSIGNMENT OF RECORD TITLE FOR APPROVAL OF ASSIGNMENT

A. Assignor Certifies That

1. Assignor is over the age of majority.

2. Assignor is a citizen of the United States.

3. Assignor is X Individual ___ Municipality ___ Association ___ Corporation. If other than an individual, a statement of the qualifications are attached. If previously furnished, identify the serial number and the record in which filed ___.

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

5. Assignor X is ___ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

6. A filing fee of $25.00 is attached.

B. Assignee Agrees That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. It Is Hereby Certified That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 1st day of July, 1980.

John P. Albanese
(Assignee's Signature)

JOHN P. ALBANESE

P. O. Box 1397
(Assignee's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

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

Assignment of Record Title
Oil & Gas Lease No. W-3776

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this 27th day of June, 1980, personally appeared W. F. Grev Jr., known to me to be the person whose name is subscribed to the foregoing instrume as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnershi and acknowledged to me that he executed the within instrument on behalf of Partnersh Properties Co., for the purposes and considerations therein expressed, and as the fr and voluntary act of said company.

Witness my hand and official seal.

My commission expires: 4-3-84

Deborah A. Wilson
Notary Public

process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

U.S. GOVERNMENT PRINTING OFFICE: 1980 677 654/407

287

Form 3106-
March 1980

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Lease Serial No. W 1534

Lease effective date 10-1-68

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name 1. R.J. Ackerman, an undivided 32.60350% Int.
2. W.A. Sears, Jr., an undivided 17.76075% Int.
3. J.J. Sullivan, an undivided 17.76075% Int.

Address (include zip code)
1. P.O. Box 1250, Casper, WY 82602
2. P.O. Box 1369, Casper, WY 82602
3. P.O. Box 1398, Casper, WY 82602

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North - Range 112 West, 6th P.M.
Sec. 24: E/2
Containing 320 acres, more or less

Sublette County, Wyoming

Dec 1980 $100
60 Ac
12½% Land Fee
287

This Assignment is made specifically subject to the ADDENDUM which is attached hereto and made a part hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	68.125%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.875%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 12th day of June , 1980 .

(Assignor's Signature)
Attorney-in-Fact
PARTNERSHIP PROPERTIES CO.

P.O. Box 2250
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1980

001104

By Harold W. Stevenson
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations

NOV 28 1980
(Title) (Date)

[redacted] [redacted] [redacted] is official form

[redacted] [redacted] [redacted]

ASSIGNEE'S STATEMENT 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. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number o the record in which filed ___.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee X is ___ is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Man agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 16th day of June, 1980.

R. J. ACKERMAN — P. O. Box 1250, Casper, WY 82602

W. A. SEAPS, JR. (Assignee's Signature) — P. O. Box 1369, Casper, WY 82602 (Assignee's Address)

J. J. SULLIVAN — P. O. Box 1398, Casper, WY 82602

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the 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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Multiple Interests of Other Parties* – If assignee is *not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have a interest in the lease. Within fifteen (15) days after th filing of the assignment, the assignee and all such othe interested parties *must* submit, together with evidence o their qualifications to hold the lease interest, separate signed statements giving the nature and extent of th interest of each, the nature of agreement between them if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a d finitely described portion of the leased lands create separate leases of the retained and the assigned portion It does *not* change the terms and conditions of the lea or the lease anniversary date for purposes of payment annual rental.

6. A copy of the lease out of which this assignment is mad should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE: The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

U.S. Copyright Printing Office: 1980 677 654/407

Assignment of Record Title
Oil & Gas Lease No. W-15340

ACKNOWLEDGEMENT

STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this 12th day of June, 1980, personally appeared W. F. Greve, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnership, and acknowledged to me that he executed the within instrument on behalf of Partnership Properties Co., for the purposes and considerations therein expressed, and as the free and voluntary act of said company.

Witness my hand and official seal.

My commission expires:
4-3-84

Deborah A. Wils
Notary Public

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-15340 dated June 12, 1980 by and between PARTNERSHIP PROPERTIES CO., Assignor, and R. J. ACKERMAN, W. A. SEARS, JR. and J. J. SULLIVAN, Assignees

WHEREAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-15340 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co., and

WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-15340 , which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

1. Dalco Oil Company (now Sabine Production Company)	37.5000%
2. W. E. Walker Estate	9.3750%
3. R. A. Venable, Independent Executor and Trustee under the Will of R. H. Venable, Deceased	9.3750%
4. J. Lee Youngblood	3.1250%

And, WHEREAS, the W. E. Walker Estate was subsequently distributed so that the interests owned after distribution were as follows:

1. Globe-Texas Company	4.1015625%
2. United Petroleum Company	1.3668750%
3. AA Development Company	0.6834375%
4. 4 named parties known as the Walker Heirs	1.0256250%
5. Elizabeth Manget Walker Williamson	1.0256250%
6. Mary Ann Allan (now deceased)	0.5859375%
7. Francis Allan	0.5859375%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" each of the above named interest owners, hereinafter referred to as "the former interest owners", did assign all of their rights, title and interests in U.S.A. Oil and Gas Lease No. W-15340 to the following parties, hereinafter referred to as "the three Assignees", in the following percentages:

R. J. Ackerman P. O. Box 1250 Casper, WY 82602	an undivided 50.00% of Assignor's Interest
W. A. Sears, Jr. P. O. Box 1369 Casper, WY 82602	an undivided 25.00% of Assignor's Interest
J. J. Sullivan P. O. Box 1398 Casper, WY 82602	an undivided 25.00% of Assignor's Interest

And, WHEREAS, copies of each of the aforementioned instruments entitled "ASSIGNMENT OF CERTIFIED LEASE INTERESTS" have been filed in the case files at the office of the Bureau of Land Management in Cheyenne, Wyoming, and have been recorded in the records of Sublette County, Wyoming, so that the interests assigned by the former interest owners are now owned by and vested in the three Assignees,

And, WHEREAS, the three Assignees previously held interests through that certain Certificate attached to the Assignment of 1973 in the percentages as follows:

R. J. Ackerman	an undivided 2.9160%
W. A. Sears, Jr.	an undivided 2.9170%
J. J. Sullivan	an undivided 2.9170%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the three Assignees all of the certified interests

previously owned by the former interest owners plus the certified interest owned by the three Assignees through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the three Assignees in and under U.S.A. Oil and Gas Lease No.W-15340 in the total of 68.125%, divided between the three Assignees as follows:

R. J. Ackerman	an undivided	32.60350%
W. A. Sears, Jr.	an undivided	17.76075%
J. J. Sullivan	an undivided	17.76075%
TOTAL		68.12500%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-15340 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the three Assignees through their previous participation in these contracts, agreements and regulations due to their existing certified ownership in U.S.A. Oil and Gas Lease No. W-15340.

Now, for and in consideration of the interests conveyed herein and other value recognized and accepted by the parties signatory hereto, all parties to this ADDENDUM and to the Assignment to which this ADDENDUM is attached recognize, accept and verify the interests of R. J. Ackerman, W. A. Sears, Jr. and J. J. Sullivan as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the three Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-15340, to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the three Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-15340.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 12th day of June, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES CO.

By: _____
Attorney-in-Fact

ASSIGNEES

_____
R. J. ACKERMAN

_____
W. A. SEARS, JR.

_____
J. J. SULLIVAN

292

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 1534

Lease effective date 10-1-68

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name and Address
Zach K. Brinkerhoff, Jr., an undivided 5.1042% int.
M. H. Brinkerhoff, an undivided 0.4687% int.
RWB Oil Corporation, an undivided 0.4688% int.
Brinkerhoff Enterprises, Ltd., an undivided 0.2083% int.
All of 3410 Anaconda Tower, 555 17th St., Denver, CO 80202

The undersigned, as owner of 31.25 percent of the record title of the above-designated oil and gas lease, 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 27 N R 112 W

Township 27 North, Range 112 West, 6th P.M.
Section 24: E½
Containing 320.00 acres, more or less
Sublette County, Wyoming

RECORDED: Dec 12 1980 8:00 A.
IN BOOK 60 Misc PAGE 292
FEES 12.25 Lora J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lee

This assignment of interest is specifically subject to all of the terms and provisions of the ADDENDUM which is attached hereto and made a part hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	6.2500%
4. Specify interest or percent of record title interest being retained by assignor, if any	25.0000%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 July, 1980.

PARTNERSHIP PROPERTIES CO.

By: _____
(Assignor's Signature)
W. F. GREVE, JR., Attorney-in-Fact
Authority of W.F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033 and is still in effect.

P. O. Box 2250
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1980

By _____
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations
(Title)

NOV 28 1980
(Date)

002129

[redacted] [redacted] [redacted] s official form

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT W-15340

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. If other than an individua assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 200,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee X is ___ is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Ma agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruin under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this ___ day of July , 19 80.

(Assignee's Signature)

ZACH K. BRINKERHOFF, JR.

M. H. BRINKERHOFF

3410 Anaconda Tower, 555 17th Street

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

Assignment of Record Title
Oil & Gas Lease No. W-15340

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah A. Wilson, a Notary Public in and for the Stat of Colorado, on this 2nd day of July, 1980, personally appeared W. F. Grev Jr., known to me to be the person whose name is subscribed to the foregoing instrume as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnershi and acknowledged to me that he executed the within instrument on behalf of Partnersh Properties Co., for the purposes and considerations therein expressed, and as the fr and voluntary act of said company.

Witness my hand and official seal.

My commission expires: 4-3-84

Deborah A. Wilson
Notary Public

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

... Printing Office: 1980 677-654/407

PART II 294

ASSIGN. _'S REQUEST FOR APPROVAL OF ASSIGNMENT W-15340

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number o the record in which filed W-56943.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee [XX] is [ ] is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Man agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruin under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 19 80.

ATTEST:

By: _____

Title: Assistant Secretary

RWB OIL CORPORATION

By: _____

Title: Vice President
3410 Anaconda Tower, 555 17th Street
Denver, Co. 80202

(City) (State) (Zip Code)

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

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT W-15340

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States [X] Partnership
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individua assignee's statement of its qualifications are attached. If previously furnished, identify the serial number o the record in which filed W-56943.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charg able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in ea leasing District in Alaska.
5. Assignee [XX] is [ ] is not the sole party in interest in this assignment. Information as to interests of oth parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Ma agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accrui under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of a drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by t lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 14th day of July , 1980.

BRINKERHOFF ENTERPRISES, LTD. (a Partnership)

By: _____

Title: General Partner

3410 Anaconda Tower, 555 17th Street

Denver, CO 80202

(City) (State) (Zip Cod

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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdicti on.

[redacted] [redacted] [redacted]

ADDENDUM

Attached to and a part of that certain Assignment of U.S.A. Oil and Gas Lease No. W-15340 dated July 2, 1980, by and between PARTNERSHIP PROPERTIES CO., Assignor, and ZACH K. BRINKERHOFF, JR., M. H. BRINKERHOFF, RWB OIL CORPORATION and BRINKERHOFF ENTERPRISES, LTD., Assignees

WHERLAS, that certain assignment dated March 7, 1973, from Mountain Minerals Company, a Special Partnership to Westrans Petroleum, Inc., hereinafter referred to as "the Assignment of 1973", conveyed 100% of record title in U.S.A. Oil and Gas Lease No. W-15340 to Westrans Petroleum, Inc., subject to the terms and provisions of a Certificate which was attached to and a part of said assignment, and whereas the interest of Westrans Petroleum, Inc. was subsequently assigned to Partnership Properties Co.,

And, WHEREAS, the Certificate attached to the Assignment of 1973 listed the percentage ownership of various other parties in said U.S.A. Oil and Gas Lease No. W-15340, which interests were recognized, accepted and approved by all parties thereto, and the interests of some of the parties owning interests through the Certificate were as follows:

Brinkerhoff Drilling Company	3.1250%
Zach K. Brinkerhoff, Jr.	3.1250%

And, WHEREAS, under instrument entitled "ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES OIL AND GAS LEASES" dated the 1st day of July, 1977, and recorded in the County Records of Sublette County, Wyoming, in Book 54 O&G at page 390, Brinkerhoff Drilling Company, Inc., previously known as Brinkerhoff Drilling Company, assigned all of its rights, title and interest in and under U.S.A. Lease No. W-15340 to the following parties, hereinafter referred to as "the four Assigne in the following percentages:

Zach K. Brinkerhoff, Jr. 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 63-1/3% of its 3.1250%, being a net interest in said lease of	1.9792%
M. H. Brinkerhoff 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4687%
RWB Oil Corporation 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 15% of its 3.1250%, being a net interest in said lease of	0.4688%
Brinkerhoff Enterprises, Ltd. (a Partnership) 3410 Anaconda Tower, 555 17th St. Denver, Colorado 80202	an undivided 6-2/3% of its 3.1250%, being a net interest in said lease of	0.2083%

And, WHEREAS, the Assignment to which this ADDENDUM is attached does convey record title to and does vest in the four Assignees all of the certified interests previously owned by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. through the Assignment of 1973 so that the Assignment to which this ADDENDUM is attached conveys record title to the four Assignees in and under U.S.A. Oil and Gas Lease No. W-15340 in the total of 6.2500%, assigned to the four Assignees as follows:

Zach K. Brinkerhoff, Jr.	5.1042%
M. H. Brinkerhoff	0.4687%
RWB Oil Corporation	0.4688%
Brinkerhoff Enterprises, Ltd.	0.2083%

And, WHEREAS, U.S.A. Oil and Gas Lease No. W-15340 and the lands covered thereby is and/or may be subject to certain Farmout Agreements, to a Gas Purchase Agreement, to an Operating Agreement, to spacing regulations and/or other contractual agreements which are known to the four Assignees through their previous association with Brinkerhoff Drilling Company and through their knowledge of and understanding of the ownership by Brinkerhoff Drilling Company and Zach K. Brinkerhoff, Jr. of the certified lease interests in U.S.A. Oil and Gas Lease No. W-15340

Now, for and in consideration of the interests conveyed herein and other valu recognized and accepted by the parties signatory hereto, all parties to this ADDEN DUM and/or to the Assignment to which this ADDENDUM is attached recognize, accept

and verify the interests of Zach K. Brinkerhoff, Jr., M. H. Brinkerhoff, RWB Oil Corporation and Brinkerhoff Enterprises, Ltd. (a Partnership) as set forth in this ADDENDUM and which are assigned in the Assignment to which this ADDENDUM is attached, and do agree that the interests conveyed herein are no longer subject to that certain Certificate attached to the Assignment of 1973 and that the Certificate attached to the Assignment of 1973, insofar as it covers the interests which are subject to this ADDENDUM and which are conveyed in the Assignment to which this ADDENDUM is attached, is now and hereafter null and void and of no further force and effect. Further, it is agreed by and between the parties signatory hereto that the four Assignees named herein take ownership of the record title interests conveyed in the Assignment of U.S.A. Oil and Gas Lease No. W-15340, to which this ADDENDUM is attached, subject to all contracts, agreements and regulations known by the four Assignees to be applicable to U.S.A. Oil and Gas Lease No. W-15340 . Brinkerhoff Drilling Company, Inc. executes this ADDENDUM to acknowledge, accept and confirm the transfer of interests previously held by its predecessor Brinkerhoff Drilling Company, and to acknowledge and confirm that the operating rights assigned to the four Assignees in the instrument dated July 1, 1977 are the same interests as those owned by Brinkerhoff Drilling Company through the Certifica attached to the Assignment of 1973.

IN WITNESS WHEREOF we have affixed our signatures to this ADDENDUM this 2nd day of July, 1980.

ASSIGNOR

PARTNERSHIP PROPERTIES CO.

By: _____
W. F. Greve, Jr., Attorney-in-Fact

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

ASSIGNEES

_____
M. H. BRINKERHOFF

_____
ZACH K. BRINKERHOFF, JR.

ATTEST:

RWB OIL CORPORATION

By: _____
Title: Assistant Secretary

By: _____
Title: Vice President

Authority of M. H. Brinkerhoff, Vice President of RWB Oil Corporation, to execute a Attorney-in-Fact for RWB Oil Corporation is on file in Serial Number W-56943, and i still in effect.

BRINKERHOFF ENTERPRISES, LTD.
(a Partnership)

By: _____
General Partner

Authority of Zach K. Brinkerhoff, Jr., General Partner for Brinkerhoff Enterprises Ltd., to execute as Attorney-in-Fact for Brinkerhoff Enterprises, Ltd. (a Partnership), is on file in Serial Number W-56943, and is still in effect.

EXECUTED in confirmation and acceptance of terms and provisions of the assign ment of interests herein, but not as a party-in-interest to this ADDENDUM or the assignment to which this ADDENDUM is attached.

ATTEST:

BRINKERHOFF DRILLING COMPANY, INC.

By: _____
Title:

By: _____
Title: V.P.

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 15340

Lease effective date 10-1-68

FOR BLM OFFICE USE ONLY

New Serial No.

JUL 17 AM 8:

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: JOHN P. ALBANESE

Address (include zip code)
P. O. Box 1397, Casper, Wyoming 82602

The undersigned, as owner of 31.875 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M. 182191
Section 24: E½
Containing 320.00 acres, more or less
Sublette County, Wyoming

RECORDED Dec 12 1980 8:00A
IN BOOK 60 Misc PAGE 297
FEES 6.00 Lavon York COUNTY CLERK
SUBLETTE COUNTY CLERK

The interest assigned herein is in recognition of and is a distribution and conveyance of the certified interest owned by Assignee through that certain Assignment from Mounta Minerals Company, a Special Partnership, to Westrans Petroleum, Inc., dated March 7, 1973. Further, it is agreed that Assignee herein takes record title to the interest assigned herein subject to all contracts, agreements and regulations known by Assignee to be applicable to this lease.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	0.6250%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.2500%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 27th day of June, 1980.

PARTNERSHIP PROPERTIES CO.

By: _____
(Assignor's Signature)
W. F. Greve, Jr., Attorney-In-Fact

Authority of W. F. Greve, Jr. to execute as Attorney-in-Fact for Partnership Properties Co. is on file in Serial Number C-9033, and is still in effect.

P. O.Box 2250
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1980

002128

By _____
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations
(Title)

NOV 28 1980
(Date)

297

Claim

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. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number o the record in which filed
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Man agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruin under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 1st day of July, 1980.

John P. Albanese
(Assignee's Signature)
JOHN P. ALBANESE

P. O. Box 1397
(Assignee's Address)
Casper, Wyoming 82602
(City) (State) (Zip Code)

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

Assignment of Record Title
Oil & Gas Lease No. W-15340

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

Before me, Deborah A. Wilson, a Notary Public in and for the State of Colorado, on this 2nd day of June, 1980, personally appeared W. F. Greve Jr., known to me to be the person whose name is subscribed to the foregoing instrumer as the Attorney-in-Fact of Partnership Properties Co., a Colorado Limited Partnershi and acknowledged to me that he executed the within instrument on behalf of Partnersh Properties Co., for the purposes and considerations therein expressed, and as the fr and voluntary act of said company.

Witness my hand and official seal.

My commission expires: 4-3-84

Deborah A. Wilson
Notary Public

process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

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

FOR VALUE RECEIVED, the undersigned, JOAN CHORNEY,
whose address is 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, CO 80295,
does hereby assign, transfer, convey, and set over to R. K. O'CONNELL,
whose address is P.O. Box 2003, Casper, WY 82602,
an overriding royalty consisting of Two Percent (2%)
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-7421-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 34 North, Range 114 West, P.M.

Sec. 27: All

Containing 640.00 acres, m/l

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

Dated and signed this 1st day of October, 1980.

Joan Chorney
Assignor JOAN CHORNEY

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOAN CHORNEY

this 1st day of October, 1980.

Witness my hand and official seal.

My commission expires:

3-7-84

Rhonda E. Casey
Notary Public

RECORDED Dec. 15 1980 8:00 AM
IN BOOK 60 Misc PAGE 299
[illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING
299

192497

300

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of November, 1980
by and between Miller Land and Livestock Company, A Wyoming Corporation
P.O. Box 789
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2019, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 35 North, Range 113 West

Sec. 1: N/2 SW/4, SE/4 SW/4, SE/4
Sec. 2: E/2 SW/4, SE/4
Sec. 3: S/2 SE/4
Sec. 8: SE/4 NE/4, SE/4
Sec. 9: NE/4, S/2 NW/4, S/2
Sec. 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4, SW/4 SE/4
Sec. 11: W/2 NW/4, SE/4 NW/4
Sec. 12: NE/4, E/2 NW/4, NE/4 SE/4
Sec. 15: N/2 NW/4

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 2160.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two Thousand One Hundred Sixty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. 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 [redacted] the land covered hereby and placed in the unit [redacted] the total acreage of all land in the unit.

[redacted] [redacted] [redacted]

If the est[redacted] party hereto is assigned, and the privilege of [redacted] whole or in part is expressly allowed, the cov[redacted] shall extend to their heirs, exe[redacted]ministrators, successors or assigns, but no cha[redacted]nership of the land or assignment of rentals or roy[redacted]shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. As assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

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, 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.

See Attached Rider for Additional Lease Stipulations

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

Attest: _____ (SEAL)

X Mildred M. Miller (SEAL)
Mildred M. Miller, Secretary

_____ (SEAL)

_____ (SEAL)

Miller Land and Livestock Company,
a Wyoming Corporation

_____ (SEAL)

X James M. Miller (SEAL)
James M. Miller, President

_____ (SEAL)

_____ (SEAL)

Arizona, Colorado, Idaho, Montana
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

My Commission Expires _____

_____
Notary Public

Oil, and Gas Lease

FROM

_____

_____

_____

TO

_____

_____

_____

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____
County Clerk — Register of Deeds.

By _____ Deputy

When Recorded

Return to _____

_____

_____

TR 2119

Wyoming
Colorado, Montana, Nebraska
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION.

STATE OF Wyoming }
COUNTY OF Sublette } SS.

On this 4th day of December, 1980, before me, a Notary Public in and for said County and State, personally appeared James M. Miller and Mildred M. Miller, to me known to be the President and Secretary, Respectively 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 March 14, 1982

Notary Public

RIDER

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

Signed for Indentification:

Miller Land and Livestock Company

By _____
James M. Miller, President

_____
Mildred M. Miller, Secretary

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of November, 1980

by and between Miller Land and Livestock Company, A Wyoming Corporation
P.O. Box 789
Big Piney, Wyoming 83113

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 33 North - Range 110 West

Sec. 15: S/2 SW/4
16: All
21: E/2, E/2 W/2
22: SW/4 NE/4, W/2 SE/4, W/2
Sec. 27: NW/4 NE/4, W/2 SE/4, W/2
28: NE/4, E/2 NW/4
34: W/2 NE/4, NW/4, NE/4 SW/4, W/2 SE/4, SE/4 SE/4

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 2720.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two Thousand Seven Hundred Twenty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

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, 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, devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

See Attached Rider for Additional Lease Stipulations

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

Attest:

(SEAL)

X Mildred M. Miller (SEAL)

Mildred M. Miller, Secretary

(SEAL)

(SEAL)

Miller Land and Livestock Company,
a Wyoming Corporation

(SEAL)

X James M. Miller (SEAL)

James M. Miller, President

(SEAL)

(SEAL)

(SEAL)

STATE OF _____ }
COUNTY OF _____ } SS:

Arizona, Colorado, Idaho, Montana
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 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 acknolwedged to me that _____ executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public

Oil, and Gas Lease

FROM

_____

_____

_____

_____

TO

_____

_____

_____

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 5th day of December, 1980, at 8 o'clock A M., and duly recorded in Book 20 Misc., Page 303 of the records of this office.

Lucy Gertsch
County Clerk — Register of Deeds.

By Dorothy Wilcox
Deputy

When Recorded

Return to _____

1209

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Colorado, Montana, Nebraska
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this 4th day of December, 1980, before me, a Notary Public in and for said County and State, personally appeared James M. Miller and Mildred M. Miller, to me known to be the President and Secretary, Respectively, 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 March 16, 1982

Notary Public

R I D E R

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

Signed for Indentification:

Miller Land and Livestock Company

By James M. Miller
James M. Miller, President

Mildred M. Miller
Mildred M. Miller, Secretary

306

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of November, 19 80

by and between Miller Land and Livestock Company, A Wyoming Corporation
P.O. Box 789
Big Piney, Wyoming 83113

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 35 North, Range 112 West
Section 7: Lot 3, NE/4 SW/4, NW/4 SE/4

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 119.38 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Nineteen and 38/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage [redacted] the land covered hereby and placed in the unit [redacted] the total acreage of all land in the unit. [redacted]

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

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

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, 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.

See Attached Rider for Additional Lease Stipulations

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

Attest:

Miller Land and Livestock Company,
a Wyoming Corporation

X Mildred M. Miller (SEAL)
Mildred M. Miller, Secretary

X James M. Miller (SEAL)
James M. Miller, President

(SEAL) (SEAL)

(SEAL) (SEAL)

Arizona, Colorado, Idaho, Montana
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

My Commission Expires _____

_____
Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 15th day of December, 1980, at 2 o'clock P M., and duly recorded in Book 46 Oil & Gas, Page 306 of the records of this office.

Sara J. Hall
County Clerk — Register of Deeds.

By Dorothy Whitmore
Deputy

When Recorded 182500

Return to _____

Colorado, Montana, Nebraska
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

STATE OF Wyoming }
COUNTY OF Sublette } SS.

On this 4th day of December, 1980, before me, a Notary Public in and for said County and State, personally appeared James M. Miller and Mildred M. Miller, to me known to be the President and Secretary, Respectively 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 March 16, 1982

Nancy S. Sefstellen
Notary Public

RIDER

1. Irrespective of anything contained herein to the contrary, if lessor royalty income from producing well or wells on this lease is less than the yearly lease rental payments, then Gulf Oil Corporation shall add an additional amount to the payments for production in order to assure the lessor that it will receive an amount, at least, equal to the annual rental payments provided for in the lease. If payment by lessor is not received within ninety (90) days from date of first sale of production from the leased premises, then this lease shall terminate as to both parties.

2. Lessee is hereby granted the right and power at any time and from time to time to pool only parts of said lease with land or leases adjacent and only the prescribed or required acreage necessary to abide by the State law, order, rule, or regulation set aside in the Spacing Order.

3. If a producing well on an adjacent lease is pooled with only parts of this lease as required by the State law, order, rule, or regulation, then said acreage pooled with a well on adjoining acreage shall be held by production from the well on the adjoining land, however, the portion of the lease not pooled will terminate at the end of the primary term. In the event that this lease is pooled with an adjacent lease upon which the unit well is located, then lessee will be permitted to hold only that acreage of this lease located within the unit, not to exceed 640 acres for a gas well or 320 acres for an oil well.

4. Lessee shall notify Lessor in advance of staking and building a location.

5. Location site for any well or wells on leased premises shall not exceed two acres unless agreed upon before construction of location.

6. At the time of staking the location, Lessee shall pay to Lessor appraisal land value price for roadway right-of-way and location site. If production is encountered, annual payment, to be determined, shall be paid to Lessor for that portion of land taken out of production. If a dry hole, payment shall be for no less than five (5) years and for no more than ten (10) years; this payment is solely for land restoration. Appraisal of land value shall be made by mutually agreeable party or parties.

7. If drilling of a well is on irrigated meadow land, drilling will be permitted from October 15 to March 1.

8. If any irrigation ditches or canals are disturbed during construction, drilling or completion, all ditches and canals will be reconstructed immediately so as not to impede the carrying capacity of the irrigation water as to the original contour of the land.

9. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and access road shall be restored to as near as possible their original state and re-seeded.

10. Drilling sites will be fenced to prevent livestock from impeding operations.

11. At the end of the ten year lease, Gulf Oil Corporation will have the first opportunity to negotiate a new lease with Miller Land and Livestock Company.

Signed for Indentification:

Miller Land and Livestock Company

By James M. Miller
James M. Miller, President

Mildred M. Miller
Mildred M. Miller, Secretary

8 57345 00

[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 [redacted]

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, TX 76102

as Assignee, 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(his) 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.

102501

RECORDED December 15 1980 8:00 A M
IN BOOK 60 Deed PAGE 309
FEES $7.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Laure

Executed this 30 day of October, 19 80.

ATTEST:

Leroy 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 30th day of October, 19 80, 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

from Woods Petroleum Corporation
to W. A. Moncrief

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
10181-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	1/5/73	TRACT I T30N-R111W Sec. 19: SESE Sec. 20: SWSW Sec. 29: N½NW Sec. 30: Lots 1, 2, 3, 4, E½W½ Sec. 31: Lots 1, 2, E½NW, W½NE, NESW, NWSE T30N-R112W Sec. 13: S½ Sec. 23: SE, NE Sec. 24: W½E½, W½ Sec. 25: ALL Sec. 26: E½ TRACT II T30N-R112W Sec. 22: SENW, NESW, S½S½ Sec. 23: S½SW Sec. 26: E½W½, NWNW Sec. 27: N½NE	48	637
11207-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	5/22/78	T30N-R111W Sec. 30: E½ except Townsite of Marbleton described as follows: Beginning at the ¼ cor. in the East Boundary of said Sec. 30; thence N 1980'; thence W 2920'; thence S 2640'; thence E2920'; thence N 660' to beginning, containing 176.97 ac, m/l T30N-R112W Sec. 36: SENE, E½SE T30N-R111W Sec. 31: NENE	56	373

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11208-1	MICKELSON, James F., etux	STROOCK, Thomas F.	1/5/73	TRACT I T30N-R111W Sec. 19: Lots 1, 2, 3, 4, E½W½, S½NE, N½SE, SWSE T30N-R112W Sec. 9: SENE Sec. 11: SWSW, S½SE Sec. 12: SESW, SWSE Sec. 13: W½NE, NW Sec. 14: N½NE, SE Sec. 23: 2 acres in the NW corner of the NE/4 Sec. 24: E½E½ TRACT II T30N-R112W Sec. 10: S½NW, S½ Sec. 14: SW, S½NW, NWNW Sec. 15: E½ Sec. 23: NW, N½SW	48	643

311

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11209-1	MUIR, Ann I.	STROOCK, Thomas F.	10/5/73	T31N-R113W Sec. 24: SWSW Sec. 25: W½ Sec. 26: NENE Sec. 35: NESE Sec. 36: W½	50	237
11209-2	MILLER, Phyllis Muir,etvir	STROOCK, Thomas F.	10/5/73	(Same as previously described)	50	241
11209-3	MOUNTS, Dorothy P.,etvir	STROOCK, Thomas F.	10/5/73	(Same as previously described)	50	238
11209-4	MILLER, Jean M. Muir	STROOCK, Thomas F.	10/5/73	(Same as previously described)	50	235
11209-5	MUIR, Ann I.	STROOCK, Thomas F.	5/5/76	(Same as previously described)	52	668
11209-6	MOUNTS, Dorothy P.,etvir	STROOCK, Thomas F.	5/5/76	(Same as previously described)	52	639
11209-7	MILLER, Jean M. Muir	STROOCK, Thomas F.	5/5/76	(Same as previously described)	52	670
11210-1	SPENCER, Charles F., etux	STROOCK, Thomas F.	10/5/73	T30N-R113W Sec. 1: Lots 3 and 4 T31N-R113W Sec. 26: SESE Sec. 36: E½	50	260

3/12

[redacted] NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11211-1	BRAY, Helen E.	STROOCK, Thomas F.	6/6/73	Township 30 North, Range 112W Sec. 26: SWNW, NWSW, SWSW Sec. 27: S½NE, N½SE, SESE Sec. 34: N½NE, E½NW	49	369
11212-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	1/5/73	T30N-R112W Sec. 4: SW, W½SE Sec. 5: Lots 3, 4, SE, E½SW, NWSW, W½SWNE, SESWNE Sec. 6: Lots 1, 2, 6, S½NE, NWSE, NESW Sec. 8: NENE, N½NW Sec. 9: NW, W½NE, NENE	48	640
1[redacted]3-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	1/5/73	T30N-R112W Sec. 5: S½NW	49	45
11214-1	GUIO, Kenneth, etux	STROOCK, Thomas F.	1/5/73	T31N-R114W Sec. 29: S½SW, SWSE Sec. 32: NWNW T31N-R113W Sec. 27: SWNW, SW, S½SE Sec. 28: SENW, S½NE, SESW, SE Sec. 33: NENW, N½NE Sec. 34: N½NE, NW	49	96
11215-1	NICKELSON, James F., etux	STROOCK, Thomas F.	4/5/73	T30N-R112W Sec. 5: SWSW Sec. 6: Lot 7, SESW, E½SE, SWSE Sec. 7: Lot 1, NENW, NENE Sec. 9: NESE T30N-R113W Sec. 1: S½N½, SE, N½SW, SESW Sec. 2: Lot 1 Sec. 12: NENE T31N-R113W Sec. 34: S½NE, NESE Sec. 35: NWSW, SESW, S½SE	49	277

[redacted]

3/3

LEASE NO.	LESSOR	LESSEE	LEASE DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	RECORDED PAGE
11216-1	MICKELSON, James F, etux	STROOCK, Thomas F.	4/5/73	T30N-R112W Sec. 15: NENW, S½NW, SW Sec. 21: NENE Sec. 22: N½NW, SWNW, NE, N½SE	49	279
11217-1	MILLEG, George, etux	STROOCK, Thomas F.	4/2/73	T30N-R112W Sec. 35: E½NE Sec. 36: NW, N½NE	49	
11218-1	NORRIS, Monte	STROOCK, Thomas F.	4/3/73	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	49	29[illegible]
11218-2	BALL, Frank D. III, etux	STROOCK, Thomas F.	4/2/73	T30N-R111W Sec. 29: S½NW, SW, S½SE Sec. 32: N½NW, NE Sec. 33: W½NW	49	28[illegible]

[redacted] # OIL AN[redacted]AS LEASE [redacted]

THIS AGREEMENT, made and entered into this 22nd day of October, 19 80, by and between LORILLA M. SMITH a/k/a LORILLA SMITH and MICHAEL J. SMITH, wife and husband

Box 1073, 122 Thomas, Rock Springs, Wyoming 82901, hereinafter called lessor (whether one or more) and ENERGY RESERVES GROUP, INC. . Denver, Colorado 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 [illegible] geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including but not as a limitation [illegible] gas [illegible] and any substance whether similar or dissimilar produced in a gaseous state, together with [illegible] the lines, tanks, power, ponds, roadways, plants, equipment [illegible] and other fluids from [illegible] the subsurface [illegible] [illegible] the economical operation of said land [illegible] and the injection of oil, gas, water, brine, and other fluids into [illegible] County of Sublette [illegible]

TOWNSHIP 27 NORTH, RANGE 105 WEST, 6th P.M.
Section 35: SE¼NE¼, W½SE¼, NE¼SE¼

// [illegible] lease, and lessor [illegible] hereby lease, all of the [illegible] [illegible] sections herein specified. For all purposes of this lease [illegible] 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 five (5) ~~XXXXX~~ years from this date (herein called "primary term") and as long thereafter as oil and gas or either of them is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas, and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted, and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

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

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

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee on or before such date, shall pay or tender to lessor, or for lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming (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/100ths 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 [illegible] 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 privileges 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, this lease shall terminate [illegible] the date of this lease to the first rental date shall be considered as a rental period [illegible] [illegible] unless lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals [illegible] paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If a well capable of producing gas or gas and gas condensate in paying quantities is located [illegible] with all or any part of the leased premises into a unit for the [illegible] [illegible] used off the premises or for the manufacture [illegible] leased premises producing gas in paying quantities [illegible] [illegible] after the expiration of the primary term hereof [illegible] produced from such well [illegible] shall be under no obligation to market such gas [illegible] are unsatisfactory. Lessee shall be obligated to pay or tender [illegible] one year in length (annual period) during which such well is so shut in [illegible] interest of lessor in acreage embraced in this lease as of the end of such annual period [illegible] then the sum of $10.00 provided that if gas or gas condensate from such well is [illegible] of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well [illegible] obligated to pay or tender for that particular annual period said sum of money. Such payment shall be deemed a royalty [illegible] Such payment may be made or tendered to lessor or to lessor's credit in the depository bank [illegible] [illegible] 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 estate therein [illegible] such less interest is referred to or described herein, all rentals and royalties herein provided for shall be paid lessor only in the proportion which [illegible] 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 [illegible] assignment [illegible] by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned [illegible] from any liability [illegible] [illegible] 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 [illegible] the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In the 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] representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the state of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

SS# 520-78-1574

Lorilla M. Smith
Lorilla M. Smith

SS# 520-20-2368

Michael J. Smith
Michael J. Smith

STATE OF Wyoming
COUNTY OF Sweetwater } SS.

(Individual—Wyo.)

On this 30th day of October, 1980, before me personally appeared Lorilla M. Smith and Michael J. Smith, 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:
May 24, 1981

Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this day of , 19 , before me personally appeared , to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

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

My commission expires:

Notary Public

STATE OF Wyoming
COUNTY OF Sweetwater } SS. 320550

(Certificate of Recording)

This instrument was filed for record on the 18th day of December, 1980 at 8 o'clock A M and recorded in Book 60 Misc at Page 315 of the records of this office.

Larry Yahn
Register of Deeds

By Dorothy McLaurin
Deputy

$6.50

AFTER RECORDING, RETURN TO: ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

Producers 88
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 24th day of October 19 80, by and between DUNTON SHEEP COMPANY, a Wyoming Corporation

of 227 "H", Rock Springs, Wyoming 82901 hereinafter called Lessor (whether one or more), and ENERGY RESERVES GROUP, INC. of Denver, Colorado 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 sets 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 lands, 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 described as follows:

TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M.
Section 7: SE¼SW¼
Section 17: SW¼NW¼
Section 18: NW¼NE¼, SE¼NE¼
Section 20: NW¼NE¼, S½NE¼, E½SE¼
Section 21: SW¼SW¼
Section 25: NE¼SW¼, SW¼SE¼
Section 28: N½NW¼

(Strike out inapplicable words) (Township) (Range), 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 or are contiguous or which lie within the sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 560.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth~~ 15% 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~~ 15% royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth~~ 15% 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~~ 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the North-Side State 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 Five Hundred Sixty and no/100ths DOLLARS ($560.00), 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 privileges 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 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 above described land or on acreage pooled or unitized with all or a portion of the leased premises into a unit for the drilling or operation of such well is not drilled and no oil, 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 such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market the 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 or conditions or to 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 the royalty does not provide for any delay rental, then the sum of $50.00, provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties hereto, and no change or division in the ownership 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 perform 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. Upon recordation of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

DUNTON SHEEP COMPANY

TAX I.D. NO. 83-020-4005

By John F Dunton

ATTEST
By John Lucas, Jr.

STATE OF ..... } SS.
COUNTY OF ..... } **(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 ..... } SS.
COUNTY OF ..... } **(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 Wyoming
COUNTY OF Sweetwater } SS. **(Corporation—Wyo.)**

On this 3rd day of December, 19 80, before me appeared John F Dunton, to me personally known, who being by me duly sworn, did say that he is the President of Dunton Sheep Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said John F Dunton acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:
My Commission Expires May 9, 1984

Mary Porter
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS. 112751 **(Certificate of Recording)**

This instrument was filed for record on the 18th day of December, 1980 at 8:00 o'clock AM and recorded in Book 600 Rec at Page 317 of the records of this office.

Lois J Yahn
Register of Deeds

By Dorothy W Devine
Deputy

AFTER RECORDING, RETURN TO: ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted]

OIL AN[redacted]AS LEASE

[redacted]

THIS AGREEMENT, made and entered into this 27th day of October, 80, by and between ISABELL B. KURTZ, a widow, CHRISTIAN BUNNING and MARGARET F. BUNNING, husband and wife, ROBERT BUNNIN and MARY D. BUNNING, husband and wife, JOHN T. BUNNING, JR. and ESTHER BUNNING, husband and wife of c/o Christian Bunning, 418 "B" Street, Rock Springs, Wy 82901 hereinafter called whether one or more, and ENERGY RESERVES GROUP, INC. Denver, Colorado hereinafter called

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 hereinafter set forth to be performed by lessee, has granted, leased and 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 gasoline, gas condensate, fluid hydrocarbons and any substance whether similar or dissimilar, produced in a gaseous state together with the right to construct and maintain thereon tanks, lines, tanks, powers, ponds, roadways, plants, equipment and structures thereon to produce, save and take care of said products, 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 lands, 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, situated in the County of Sublette and Sweetwater State of Wyoming, described as follows, to-wit:

T. 26 N., R. 106 W., 6th P.M.
Section 2: SWNW, NWSW
Section 3: Lot 1, SENE & SE¼SE¼
Sweetwater County

T. 27 N., R. 106 W., 6th P.M.
Section 27: SWSW
Section 28: NWSE
Section 34: NENW, S½NW & NWSW
Sublette County

////// ////// ////

containing 440.01 acres, more or less, and all accretions thereto. For the purpose of determining the amount of any payments or royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ five (5) years from this date (hereinafter 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" shall include 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 restore 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 shall 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 so long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal 15% eighth 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 1/8 eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease storage tanks.

2nd. To pay lessor 15% eighth (1/8) of the proceeds received by lessee at the well for all gas (including all constituents 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 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate unless lessee (or assigns) on or before such date, shall pay or tender to lessor, or to lessor's credit in the North-Side State Bank at Rock Springs, Wyoming 82901 (which bank and its successors shall continue as the depositary regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Four Hundred Forty and 01/100ths DOLLARS ($ 440.01), 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 depositary 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 depositary, 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 privileges granted for the date which said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, 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 well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (or before the expiration of any 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 provided in the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities is located on the above described land or on lands with which said land or any part thereof is pooled or unitized so that any part of the area covered by this lease is included in a unit containing all or a portion of the leased premises, production of gas or gas and gas-condensate from any well completed thereon, which unit includes all or a part of the leased premises, shall be considered, for the purpose of this paragraph and for the purpose of determining the amount of any shut-in gas royalty hereunder, the same as production of gas or gas and gas-condensate, respectively, from the leased premises, whether actually produced from the leased premises or from such unit, and there shall be no obligation to pay shut-in gas royalty hereunder as to gas produced from any part of the leased premises included in any such unit while gas is produced therefrom in paying quantities. If any unit embracing any part or all of the leased premises is created as to any stratum or strata, the entire leased premises shall be deemed to be included in such unit as to such stratum or strata, and there shall be no obligation to pay shut-in gas royalty hereunder as to such stratum or strata, if gas is produced in paying quantities from any part of the unitized portion of the leased premises. If gas or gas and gas-condensate is produced in paying quantities from the leased premises and a unit is thereafter created which includes all or a part of the leased premises, production of gas or gas and gas-condensate from the leased premises, whether before or after the expiration of the primary term hereof, shall extend this lease as to all lands and strata in the unit beyond the primary term and for so long thereafter as gas or gas and gas-condensate is produced from the unit in paying quantities, or this lease is otherwise maintained in force and effect. Lessee shall use reasonable diligence to produce, utilize or market the 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 or conditions or at prices which are unsatisfactory in lessee's judgment exercised in good faith, or unless a suitable market exists at the well at a reasonable price. If such gas or gas and gas-condensate is not 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 the time or times that such well is shut in and for so long thereafter as gas or gas and gas-condensate is produced from such well. Lessee shall use reasonable diligence to market the 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 or conditions or at prices which 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 hereinabove provided for, less any royalty applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or if then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid prior to 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 depositary 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 perform 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 tank, 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 instruments hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or his duly authorized officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

Isabell B. Kurtz

Christian Bunning
Christian Bunning

Robert Bunning

John T. Bunning, Jr.

Margaret F. Bunning
Margaret F. Bunning

Mary D. Bunning
Mary D. Bunning

Esther Bunning
Esther Bunning

STATE OF Wyoming
COUNTY OF Sweetwater } SS.

(Individual—Wyo.)

On this 7th day of November, 19 80, before me personally appeared the above named individuals, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

My Commission Expires January 17, 1984

Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this day of , 19 , before me personally appeared , to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

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

My commission expires:

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

130752

(Certificate of Recording)

This instrument was filed for record on the 18th day of December, 1980 at 8 o'clock A M and recorded in Book 60 Oil at Page 319 of the records of this office.

Lorin J. Yake
Register of Deeds

By Dorothy Williams
Deputy

AFTER RECORDING, RETURN TO: ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO 80201

[redacted] [redacted] [redacted]

Producers 88 Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of November, 1980, by and be
JOHN F. ARAMBEL and MARY LOUISE ARAMBEL, husband and wife

of 227 "H" Street, Rock Springs, Wyoming 82901 hereinafter called lessor (whether one or more), and
ENERGY RESERVES GROUP, INC. of Denver, Colorado, 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 and Sweetwater State of Wyoming, and being described as follows, to wit

T. 26 N., R. 106 W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106 W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of ddddd, ddddddd, ddddd, 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 440.01 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) 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 such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth~~ 15% (~~⅛~~) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (⅛)~~ royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (⅛)~~ 15% 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)~~ 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the North-Side State Bank at Rock Springs, Wyoming (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 Four Hundred Forty and 01/100ths DOLLARS ($ 440.01), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's 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.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

SS# .....

SS# 520-20-3677

John F. Arambel
JOHN F. ARAMBEL

Mary Louise Arambel
MARY LOUISE ARAMBEL

STATE OF Wyoming
COUNTY OF Sweetwater } SS.

(Individual—Wyo.)

On this 12th day of November, 19 80, before me personally appeared John F. Arambel and Mary Louise Arambel, 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: Feb. 4, 1981

William D. Johnson
Notary Public

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

(Individual—Wyo.)

On this ..... day of ....., 19 ....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

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

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

182553

(Certificate of Recording)

This instrument was filed for record on the 18th day of December, 1980 at 8 o'clock A M and recorded in Book 60 Misc at Page 321 of the records of this office.

Lois J. Yake
Register of Deeds

By Dorothy M. Johnson
Deputy

AFTER RECORDING, RETURN TO:

ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER COLO. 80201

[redacted] [redacted] (This Space Reserved for Filing Stamp)

TATLOCK'S, INC.

Form 01161

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sweetwater and Sublette, State of Wyoming, to wit:

T. 26 N., R. 106W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of ~~Section~~ ~~Township~~ ~~Range~~ and containing 440.01 acres, more or less.

our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, November 12, 1980, by and between John F. Arambel and Mary Louise Arambel, lessors, and ENERGY RESERVES GROUP, INC., lessee, and recorded in Vol. ____ Page ____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Energy Reserves Group, Inc. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	~~DEPOSITORY~~ ADDRESS
John F. Arambel and Mary Louise Arambel	1/6 of 4/5ths	$58.67	227 "H" Street Rock Springs, Wyoming 82901

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 17th day of November, A. D. 19 80

WITNESSES:

John F Arambel
JOHN F. ARAMBEL

Mary Louise Arambel
MARY LOUISE ARAMBEL

324

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sweetwater } 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 November, 19 80, personally appeared John F. Arambel and Mary Louise Arambel

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 Feb. 4, 1981

William L. Fobes
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 18th day of December, 1980, at 8 o'clock A M., and duly recorded in Volume 60 and Page 323 of the records of this office.

Lane J. Yake
County Clerk.

By Dorothy McClemens
Deputy.

When recorded return to
ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted] [redacted] [redacted]

Producers 88 Revised
Wyoming (U)
(12 56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of November, 1980, by and between JOSEPH A. ARAMBEL and MARY ANN ARAMBEL, husband and wife

of 1403 Yalecrest Drive, Rock Springs, Wyoming 82901 hereinafter called lessor (whether one or more), and ENERGY RESERVES GROUP, INC. of Denver, Colorado, 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, coalbed gas, casinghead gasoline, gas condensate (distillate) and any substance whether similar or dissimilar, produced as 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 and Sweetwater, State of Wyoming, and being described as follows, to wit:

T. 26 N., R. 106 W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106 W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of Exhibit A, hereto, 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 440.01 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10) years~~ five (5) 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 such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth~~ 15% (⅛) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (⅛)~~ royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (⅛)~~ 15% 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)~~ 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the North-Side State Bank at Rock Springs, Wyoming (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 Four Hundred Forty and 01/100ths DOLLARS ($ 440.01), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental then the sum of $50.00, provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interest ... lessee ... lessor written notice of ... oppos...

Lessee shall ... the right to use, free of cost, oil, gas and water produced on said land for ... thereon ... Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, ... No part of the surface of the leased premises shall, without the written consent of lessee, be let, ... licensed by lessor ... any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment ... machinery ... 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 ... 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 ... expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

SS# ...

Joseph A. Arambel
JOSEPH A. ARAMBEL

SS# ...

Mary Ann Arambel
MARY ANN ARAMBEL

STATE OF Wyoming
COUNTY OF Sweetwater } SS.

(Individual—Wyo.)

On this 17th day of November, 19 80, before me personally appeared Joseph A. Arambel and Mary Ann Arambel to me known to be the ~~person~~ (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as ~~his (or her or~~ their) free act and deed.

My commission expires:

My Commission Expires Jan. 12, 1981

Notary Public

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

(Individual—Wyo.)

On this ... day of ..., 19 ..., before me personally appeared ..., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

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

(Corporation—Wyo.)

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

My commission expires:

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS. 122555

(Certificate of Recording)

This instrument was filed for record on the 18th day of December, 1980 at 8 o'clock A M and recorded in Book 60 Oil at Page 325 of the records of this office.

Lois J Yake
Register of Deeds

By Dorothy McClure
Deputy

AFTER RECORDING, RETURN TO:

ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted] [redacted] [redacted]

[redacted]

TATLOCK'S, INC.

[redacted]

Form 01464

(This Spa[redacted]ved for Filing Stamp)

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of

Sweetwater and Sublette

State of Wyoming, to wit:

T. 26 N., R. 106W., 6th P.M.
Section 2: $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 3: Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$ & $SE\frac{1}{4}SE\frac{1}{4}$
Sweetwater County

T. 27 N., R. 106W., 6th P.M.
Section 27: $SW\frac{1}{4}SW\frac{1}{4}$
Section 28: $NW\frac{1}{4}SE\frac{1}{4}$
Section 34: $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$ & $NW\frac{1}{4}SE\frac{1}{4}$
Sublette County

of ~~Section~~ ..... ~~Township~~ ..... ~~Range~~ ..... and containing 440.01 acres, more or less.

our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, November 12, 1980

, by and between Joseph A. Arambel and Mary Ann Arambel

lessors, and ENERGY RESERVES GROUP, INC.

lessee, and recorded in Vol. ..... Page ..... , of the Records of said County, which lease, in so far as it covers the above described land is owned by Energy Reserves Group, Inc. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	~~DEPOSITORY~~ ADDRESS
Joseph A. Arambel and Mary Ann Arambel	1/6 of 1/5th	$58.67	1403 Yalecrest Drive Rock Springs, Wyoming 82901

182556

RECORDED December 18, 1980 8:00 AM
IN BOOK 60 Oil & Gas PAGE 327
FEES $6.00 Lane J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Steen

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 17th day of November, A. D. 19 80

WITNESSES:

Joseph A. Arambel
JOSEPH A. ARAMBEL

Mary Ann Arambel
MARY ANN ARAMBEL

328

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sweetwater } 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 November, 19 80, personally appeared JOSEPH A. ARAMBEL

and MARY ANN ARAMBEL

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

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

My Commission Expires My Commission Expires Jan. 12, 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

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

ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted] [redacted] [redacted]

Producers 88 — Rev.
Wyoming (Rev.
(12-58)

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 12th day of November, 1980, by and between
ROBERT P. ARAMBEL and KAREN ARAMBEL, husband and wife

of P.O. Box 309, Craig, Colorado 81625, hereinafter called lessor (whether one or more), and
ENERGY RESERVES GROUP, INC. of Denver, Colorado, 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, roads, 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 and Sweetwater, State of Wyoming, or [illegible] described as follows, to-wit:

T. 26 N., R. 106 W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106 W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

or [illegible], 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 440.01 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10) years~~ five (5) from this date (hereinafter called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted, and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth~~ 15% (~~1/8~~) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (1/8)~~ royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (1/8)~~ 15% of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor ~~one-eighth (1/8)~~ 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Moffat County State Bank at Craig, Colorado 81625 (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 Four Hundred Forty and 01/100ths DOLLARS ($ 440.01), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, or 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 in full or as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder by lessee shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement [illegible] lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after [illegible] of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to drill 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 liens on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

SS# .....

SS# .....

ROBERT P. ARAMBEL

KAREN ARAMBEL

STATE OF ~~Wyoming~~ Colo
COUNTY OF Moffat } SS.

(Individual—Wyo.)

On this 20th day of Nov, 1980, before me personally appeared Robert P. Arambel and Karen Arambel, 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:
Dec 8 1982

Notary Public

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

(Individual—Wyo.)

On this ..... day of ....., 19 .., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

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

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

.....
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

182557

(Certificate of Recording)

This instrument was filed for record on the 18th day of December, 1980 at 8:00 o'clock A M and recorded in Book 60 Oil at Page 239 of the records of this office.

Lois J. Yates
Register of Deeds

By Dorothy M. Stevens
Deputy

ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

AFTER RECORDING, RETURN TO: .....

[redacted] [redacted] [redacted]

[redacted]

[redacted]

(This Space Reserved for Filing Stamp)

TATLOCK'S, INC.

Form 01464

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sweetwater and Sublette, State of Wyoming, to wit:

T. 26 N., R. 106W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of ~~Section~~ Township Range and containing 440.01 acres, more or less.

our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, November 12, 1980, by and between Robert P. Arambel and Karen Arambel,

lessors, and ENERGY RESERVES GROUP, INC.,

lessee, and recorded in Vol. Page , of the Records of said County, which lease, in so far as it covers the above described land is owned by Energy Reserves Group, Inc. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	~~DEPOSITORY~~ ADDRESS
Robert P. Arambel & Karen Arambel	1/6 of 4/5ths	$58.67	P.O. Box 309 Craig, Colorado 81625

182558

RECORDED Dec 18 1980 8:00 A M
IN BOOK 60 Oil PAGE 331
FEES $6.00 Laura J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 20 day of Nov, A. D. 19 80.

WITNESSES:

ROBERT P. ARAMBEL

Karen Arambel
KAREN ARAMBEL

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

332

STATE OF ~~Wyoming~~ Colo
COUNTY OF Moffat } 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 Nov, 19 80, personally appeared ROBERT P. ARAMBEL

and KAREN ARAMBEL

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 8 1982

Notary Public

STATE OF
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

Notary Public

My Commission expires

No.
FROM
TO
Dated, 19
No. Acres
County,
Term
This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.

When recorded return to

ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted] [redacted] [redacted]

Producers 88 (Revised)
Wyoming (LL)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of November, 1980, between
Rosemary Arambel Abriani and Felix Abriani, wife and husband

of 833 Garnet, Kemmerer, Wyoming 83101
hereinafter called lessor (whether one or more), and
ENERGY RESERVES GROUP, INC. Denver, Colorado
of , 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, lesses 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 limited to, 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 and Sweetwater, State of Wyoming, and described as follows, to wit:

T. 26 N., R. 106 W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106 W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of Beluah, Township, Wyoming, 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 440.01 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10) years~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (⅛)~~ 15% part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (⅛)~~ royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (⅛)~~ 15% 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)~~ 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the First Wyoming Bank at Kemmerer, Wyoming 83101 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Four Hundred Forty and 01/100ths DOLLARS ($ 440.01), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's 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 to mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

SS# 520-28-5405 Rosemary Arambel Abriani
ROSEMARY ARAMBEL ABRIANI

SS# 520-20-6455 Felix Abriani
FELIX ABRIANI

STATE OF Wyoming
COUNTY OF Lincoln } SS. (Individual—Wyo.)

On this 18 day of November, 1980, before me personally appeared Rosemary Arambel Abriani and Felix Abriani, 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, Lincoln County, Wyoming, Oct 1, 1981

Mary Jean Julian
Notary Public

STATE OF .....
COUNTY OF ..... } SS. (Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS. (Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF Wyoming
COUNTY OF Lincoln } SS. 182559 (Certificate of Recording)

This instrument was filed for record on the 18th day of December, 1980 at 8 o'clock A M and recorded in Book 60 Oil at Page 333 of the records of this office.

Lois J. Yake
Register of Deeds

By Dorothy McInnis
Deputy

AFTER RECORDING, RETURN TO: ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER COLO 80201

[redacted]

[redacted]

(This Space Reserved for Filing Stamp)

TATLOCK'S, INC.

Form 01464

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sweetwater and Sublette

State of Wyoming, to wit:

T. 26 N., R. 106W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of ~~Section~~ ~~Township~~ ~~Range~~ and containing 440.01 acres, more or less.

our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, November 12, 1980, by and between Rosemary Arambel Abriani and Felix Abriani,

lessors, and ENERGY RESERVES GROUP, INC.,

lessee, and recorded in Vol. ____ Page ____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Energy Reserves Group, Inc. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	~~DEPOSITORY~~ ADDRESS
Rosemary Arambel Abriani and Felix Abriani	1/6 of 4/5ths	$58.67	833 Garnet Kemmerer, Wyoming 83101

182560

RECORDED December 18 1980 8:00 A M
IN BOOK 60 Misc PAGE 335
FEES $6.00 Lee J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 18 day of November, A. D. 1980.

WITNESSES:

Rosemary Arambel Abriani
ROSEMARY ARAMBEL ABRIANI

Felix Abriani
FELIX ABRIANI

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Lincoln } 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 18th day of November, 1982, personally appeared Rosemary Arambel Abriani

and Felix Abriani

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.

Mae Jean Julian
Notary Public
State of
Wyoming
County of
Lincoln
My Commission Expires
Oct. 1, 1984

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

My Commission Expires October 1, 1984

Mae Jean Julian
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

ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted] [redacted] [redacted]

Producers 88 Revised
Wyoming (O)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of November, 1980, by and between
ANN MARIE GAVIOTIS and GUS GAVIOTIS, wife and husband

of 12218 Broken Arrow, Houston Texas 77024, hereinafter called lessor (whether one or more), and
ENERGY RESERVES GROUP, INC. of Denver, Colorado, 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 and Sweetwater, State of Wyoming, and being described as follows, to wit:

T. 26 N., R. 106 W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106 W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of Section, Township, Range, 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 440.01 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10) years~~ five (5) from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one-eighth (⅛)~~ 15% part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such ~~one-eighth (⅛)~~ royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one-eighth (⅛)~~ 15% 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)~~ 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Allied Memorial Bank at P.O Box 19485 Houston Texas 7[illegible] (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 Four Hundred Forty and 01/100ths DOLLARS ($ 440.01), 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 depositary, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's 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.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

SS# 520-28-5404 — Ann Marie Gaviotis
ANN MARIE GAVIOTIS

SS# 520-07-7344 — Gus Gaviotis
GUS GAVIOTIS

STATE OF Texas
COUNTY OF Harris } SS. (Individual—Wyo.)

On this 24th day of November, 19 80, before me personally appeared Ann Marie Gaviotis and Gus Gaviotis, 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:
JOHNNIE PERRY
Notary Public in Harris County, Texas
My Commission Expires March 25, 1981
Johnnie Perry
Notary Public

Bonded by Alexander Lovett, Lawyers Surety Corp.

STATE OF ..... } SS. (Individual—Wyo.)
COUNTY OF .....

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 ..... } SS. (Corporation—Wyo.)
COUNTY OF .....

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

122561

STATE OF Wyoming
COUNTY OF Sublette } SS. (Certificate of Recording)

This instrument was filed for record on the 18th day of December, 1980 at 8:00 o'clock A M and recorded in Book 60 Oil at Page 337 of the records of this office.

Lois J. Yake
Register of Deeds

By Dorothy M. Stone
Deputy

AFTER RECORDING, RETURN TO: ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted]

[redacted]

(This Spa[redacted]ved for Filing Stamp)

TATLOCK'S, INC.

Form 01164

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sweetwater and Sublette, State of Wyoming, to wit:

T. 26 N., R. 106W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼
Sweetwater County

T. 27 N., R. 106W., 6th P.M.
Section 27: SW¼SW¼
Section 28: NW¼SE¼
Section 34: NW¼NW¼, S½NW¼ & NW¼SE¼
Sublette County

of ~~Section~~ ~~Township~~ ~~Range~~ and containing 440.01 acres, more or less.

our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, November 12, 1980, by and between Ann Marie Gaviotis and Gus Gaviotis,

lessors, and ENERGY RESERVES GROUP, INC.,

lessee, and recorded in Vol. ____ Page ____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Energy Reserves Group, Inc. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	~~DEPOSITORY~~ ADDRESS
Ann Marie Gaviotis and Gus Gaviotis	1/6 of 1/8th	$58.67	12218 Broken Arrow Houston, Texas 77024

182562

RECORDED December 18 1980 8:00 AM
IN BOOK 60 Oil & G PAGE 339
FEES $6.00 Lora J Yahn COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this ____ day of ____, A. D. 19__.

WITNESSES:

Ann Marie Gaviotis
ANN MARIE GAVIOTIS

Gus Gaviotis
GUS GAVIOTIS

339

340

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893 1681

STATE OF Texas }
COUNTY OF Harris } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November 19 80, personally appeared Ann Marie Gaviotis

and Gus Gaviotis

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.

JOHNNIE PERRY
Notary Public in Harris County, Texas
My Commission Expires: My Commission Expires March 25, 1981
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

Johnnie Perry
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

ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

The the undersigned, JAS. O. BREENE, JR., 1700 Broadway - #1219, Denver, Colorado 80290, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and suffieiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign and set over unto OKLAHOMA STATE UNIVERSITY FOUNDATION, V. BROWN MONNETT SCHOLARSHIP FUND, Student Union H-100, Stillwater, Oklahoma 74078, Tax I.D. No.73-6097060, hereinafter called Assignee, an overriding royalty, free and clear of all cost and expenses of development and operation, in the amount of one percent (1%) of eight-eighths (8/8's) of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the land covered by the oil and gas leases, and any extension or renewal thereof or any new leases taken in lieu thereof, described in Exhibit "A" attached hereto and by this reference made a part hereof. If any of said leases cover less than the entire and undivided fee simple mineral estate, then the overriding royalty herein assigned shall be reduced proportionately as to that tract or tracts.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns forever.

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 16th day of December, 1980.

Jas. O. Breene

JAS. O. BREENE, JR.
Also known as JAMES O. BREENE, JR.

STATE OF COLORADO)
ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of December, 1980, by Jas. O. Breene, Jr., a/k/a James O. Breene, Jr.

Witness my hand and notarial seal.

My commission expires Nov. 7, 1983

Judy A. DeMara
Notary Public

JUDY DE MARA NOTARY PUBLIC STATE OF COLORADO

122569

RECORDED December 19 1980 8:00 AM
IN BOOK 60 Real PAGE 341
FEES $6.75 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ann Dennehy Deputy

341

EXHIBIT "A"

Lease Number W-53087

Township 33 North, Range 110 West, 6th Prin. Mer.

Sec. 8: $S\frac{1}{2}SW\frac{1}{4}$
Sec. 10: $E\frac{1}{2}SE\frac{1}{4}$
Sec. 15: $E\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Sec. 17: All

Containing 1040.0 acres, Sublette County, Wyoming

Lease Dated January 1, 1976

Lease Number W-55619

Township 33 North, Range 110 West, 6th Prin. Mer.

Sec. 6: Lot 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$
Sec. 7: Lots 1,2,3,4, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}$
Sec. 18: Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
Sec. 19: Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$

Containing 1,981.38 acres, Sublette County, Wyoming

Lease Dated September 1, 1976

Attached to and by this reference made a part of Assignment of Overriding Royalty from Jas. O. Breene, Jr. a/k/a James O. Breene, Jr. to Oklahoma State University Foundation, V. Brown Monnett Scholarship Fund, dated December 16, 1980.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-52415

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That C. E. STRANGE
P.O. Box 6438
Incline Village, Nev. 89450
, 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
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

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

1322572

Recorded December 19 1980 8:00 A.M.
IN Book 60 O+G PAGE 343
FEE $6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Containing 843.83 acres, more or less.

WITNESS our hands this 1st day of December, 1980.

Witnesses:

C. E. STRANGE

STATE OF CALIFORNIA
COUNTY OF KERN } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 1980, personally appeared C. E. STRANGE

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

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

BETTY J. SLICK
Notary Public
Kern County, California

My Commission Expires

Notary Public

843

B44

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.

A NEVADA CORPORATION, FIL
SERIAL NUMBER N - 7015 FO
STATEMENT OF QUALIFICATIC
NO AMENDMENTS.

Witness:

Betty Slack ..... as to

Assignee: CES OIL OPERATIONS, INC.

C. E. STRANGE ..... as to

C. E. STRANGE, President

..... 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-50534

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That C. E. STRANGE
P.O. Box 6438
Incline Village, Nev. 89450
, 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
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 30 N., R. 114 W., 6th Prin. Mer.
Sec. 25: W½NW¼, SE¼NW¼, SW¼, W½SE¼

182573

RECORDED December 19 1980 8:00 A M
IN BOOK 60 Misc PAGE 345
FEES $6.00 Lucile J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 360.00 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

C. E. STRANGE

STATE OF CALIFORNIA }
COUNTY OF KERN } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 1980, personally appeared C. E. STRANGE

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

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

BETTY J. SLICK
Notary Public
Principal Office in
Kern County

My Commission Expires

Betty J. Slick
Notary Public

345

B46

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.

A NEVADA CORPORATION, FIL
SERIAL NUMBER N - 7015 FOI
STATEMENT OF QUALIFICATIO
NO AMENDMENTS.

Witness:

Betty Sluis ..... **as to** C E Strange

Assignee: CES OIL OPERATIONS, INC.

C. E. STRANGE, President

..... **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-51671

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P.O. Box 6438
Incline Village, Nev. 89450
, 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
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 30 N., R. 114 W., 6th Prin. Mer.
Sec. 13: S½SE¼
Sec. 14: E½NE¼

132774

Filed for record Dec 19 1980 8:00 A.M.
In book 60 Misc Page 341
Fees $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 160.00 acres, more or less.

WITNESS our hands this 1st day of December, 1980

Witnesses:

C. E. STRANGE

STATE OF CALIFORNIA
COUNTY OF KERN
} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 1980, personally appeared C. E. STRANGE

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

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

BETTY J. SLICK
Notary Public
California
Kern County

My Commission Expires .....

Notary Public

847

B48

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.

A NEVADA CORPORATION, FILI
SERIAL NUMBER N - 7015 FOR
STATEMENT OF QUALIFICATIO
NO AMENDMENTS.

Witness: Betty Sluck

Assignee: CES OIL OPERATIONS, INC.

..... as to C. E. Strange
C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING[redacted]

UNITED STATES OIL AND GAS LEASE W-55627

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) **and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:**

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

182575

T. 28 N., R. 111 W., 6th Prin. Mer
Sec. 3: Lot 4
Sec. 11: ALL
Sec. 12: S½
Sec. 13: S½
Sec. 14: ALL
Sec. 15: S½NE¼, NW¼, E½SW¼, SW¼SW¼, SE¼

RECORDED Dec 19 1980 8:00
IN BOOK 60 O & G PAGE 349
FEES $6.00 [signature] COUNTY C
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 2475.15 **acres, more or less.**

WITNESS our hands this 1st **day of** December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.

[signature]

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 19 80
before me, the undersigned, a Notary Public in and for said State, personally appeare

C. E. STRANGE, known to me to be th
PRESIDENT
of the TECKLA PRODUCTIONS, INC.
the Corporation that executed the within Instrument, known to me to be the person wh executed the within Instrument, on behalf of the Corporation, therein named, and acknowledge to me that such Corporation executed the same.

WITNESS my hand and official seal.

[signature]
Notary Public in and for said State.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

ACKNOWLEDGMENT—Corporation

350

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.

RELATED CORPORATION, FIL
SERIAL NUMBER W - 7015 FO
STATEMENT OF QUALIFICATIC
NO AMENDMENTS.

Witness:

Betty Slack ..... as to

Assignee: CES OIL OPERATIONS, INC.

C. E. Strange ..... as to

C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTIN[redacted]

UNITED STATES OIL AND GAS LEASE W-55628

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 28 N., R. 111 W., 6th Prin. Mer.
Sec. 21: N½
Sec. 24: S½
Sec. 25: N½
Sec. 26: ALL
Sec. 28: N½, SE¼SE¼

192576

RECORDED Dec 19 1980 8:00 A M
IN BOOK 60 Oil PAGE 351
FEES $6.00 Lou Jo Zyske COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 1,960.00 acres, more or less.

WITNESS our hands this 1st day of December, 1980

Witnesses:

TECKLA PRODUCTIONS, INC.

C E Strange

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeare C. E. STRANGE, known to me to be th PRESIDENT of the TECKLA PRODUCTIONS, INC. the Corporation that executed the within Instrument, known to me to be the person wh executed the within Instrument, on behalf of the Corporation, therein named, and acknowledge to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

Betty J. Slick
Notary Public in and for said State.

351

B52

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.

A NEVADA CORPORATION, FILE SERIAL NUMBER N - 7015 FOR STATEMENT OF QUALIFICATION NO AMENDMENTS.

Witness:

Assignee: CES OIL OPERATIONS, INC.

Betty Shuck ..... as to C. E. Strange

C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-55252

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 28 N., R. 111 W., 6th Prin. Mer.
Sec. 18: S½NE¼SE¼NE¼, SE¼SE¼NE¼, SE¼
Sec. 19: Lots 2, 3, 4, E½, E½NE¼NW¼, SW¼NE¼NW¼, E½SW¼
Sec. 20: E½
Sec. 29: E½
Sec. 32: E½

182577

Dec 19 80 8:00 AM
60 Ord
PAGE 353
6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 1,634.83 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 19 80
before me, the undersigned, a Notary Public in and for said State, personally appeared C. E. STRANGE, known to me to be the PRESIDENT of the TECKLA PRODUCTIONS, INC. the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

Notary Public in and for said State.

B 54

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.

A NEVADA CORPORATION, FIL
SERIAL NUMBER NV - 7015 FO
STATEMENT OF QUALIFICATIO
NO AMENDMENTS.

Witness:

Assignee: CES OIL OPERATIONS, INC.

Betty Stuck ..... as to C. E. Strange
C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-48210

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	One and One-Quarter Percent (1¼%)

Being in all a total of an undivided One and One-Quarter 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. 27 N., R 115 W., 6th Prin. Mer.
Sec. 22: NE¼SE¼
Sec. 23: SE¼

102578

Dec 19 80 8:00 A M
60 0 & D
FEES $6.00 Book 355
Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 200.00 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared C. E. STRANGE, known to me to be the PRESIDENT of the TECKLA PRODUCTIONS, INC. the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

Betty J. Slick
Notary Public in and for said State.

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.

A NEVADA CORPORATION, FI
SERIAL NUMBER N - 7015 F(
STATEMENT OF QUALIFICATI
NO AMENDMENTS.

Witness:

Betty Sluck ..... as to

Assignee: CES OIL OPERATIONS, INC.

C. E. Strange

C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTIN[redacted]

UNITED STATES OIL AND GAS LEASE W-61412

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 27 N., R. 111 W., 6th Prin. Mer.
Sec. 22: S½

122579

Dec 80 8:00 AM
60 Out 357
6.00 Lucile Yake

Containing 320.00 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.

C E Strange

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 19 80
before me, the undersigned, a Notary Public in and for said State, personally appeared

C. E. STRANGE
PRESIDENT
of the TECKLA PRODUCTIONS, INC.

known to me to be the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

Betty J. Slick
Notary Public in and for said State.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

ACKNOWLEDGMENT—Corporation

357

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.

A NEVADA CORPORATION, FILE
SERIAL NUMBER N-7015 FOR
STATEMENT OF QUALIFICATIO
NO AMENDMENTS.

Witness:

Assignee: CES OIL OPERATIONS, INC.

Betty Sheets ..... as to C. E. Strange .....
C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTIN[redacted]

UNITED STATES OIL AND GAS LEASE W-53372

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 27 N., R. 109 W., 6th Prin. Mer.
Sec. 27: SW¼
Sec. 34: NE¼NW¼, W½NW¼

132580

RECORDED Dec 19 19 80 8:00 AM
IN BOOK 60 Oil & Gas PAGE 359
FEES $6.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 280.00 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.
[signature]
BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 1980
before me, the undersigned, a Notary Public in and for said State, personally appeared C. E. STRANGE, known to me to be the PRESIDENT of the TECKLA PRODUCTIONS, INC. the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

[signature]
Notary Public in and for said State.

359

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.

A NEVADA CORPORATION,
SERIAL NUMBER N - 7015
STATEMENT OF QUALIFICA
NO AMENDMENTS,

Witness:

Assignee: CES OIL OPERATIONS, INC.

Betty Sleek ..... as to C E Strange

C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTIN[redacted]

UNITED STATES OIL AND GAS LEASE W-54830

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, **cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:**

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 33 N., R. 112 W., 6th Prin. Mer.
Sec. 31: Lot 4, SE¼SW¼, S½SE¼
Sec. 32: S½S½

182581

RECORDED Dec 19 1980 8:00 A M
IN BOOK 60 Misc PAGE 361
FEES $6.00 Lisa J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 320.00 **acres, more or less.**

WITNESS our hands this 1st **day of** December, **19**80

Witnesses:

TECKLA PRODUCTIONS, INC.

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 19 80
before me, the undersigned, a Notary Public in and for said State, personally appeare

C. E. STRANGE, known to me to be th
PRESIDENT
of the TECKLA PRODUCTIONS, INC.
the Corporation that executed the within Instrument, known to me to be the person wh executed the within Instrument, on behalf of the Corporation, therein named, and acknowledge to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

Notary Public in and for said State.

ACKNOWLEDGMENT—Corporation—STOCK FORM 202

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.

CES OIL OPERATIONS CORPORATION, FI
SERIAL NUMBER N - 7015 FC
STATEMENT OF QUALIFICATI
NO AMENDMENTS

Witness: **Assignee:** CES OIL OPERATIONS, INC.

Betty Sleek ..... as to C. E. Strange
C. E. STRANGE, President

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING[redacted]

UNITED STATES OIL AND GAS LEASE W-56032

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Perc (2½%)

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

T. 36 N., R. 114 W., 6th Prin. Mer.
Sec. 9: W½SE¼SW¼
Sec. 16: W½NE¼NW¼, W½SE¼NE¼NW¼, SE¼NW¼NE¼, S½NE¼NW¼NE¼, NE¼NE¼NW¼NE¼, E½E½SW¼NE¼, SE¼NW¼SE¼, S½NE¼NW¼SE¼, NE¼NE¼NW¼SE¼, E½SW¼NW¼SE¼, SW¼SW¼NW¼SE¼
Sec. 28: NE¼NE¼

102582

RECORDED Dec 19 1980 8:00 A.M.
IN BOOK 60 Oil & G PAGE 363
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 137.50 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 19 80
before me, the undersigned, a Notary Public in and for said State, personally appeared C. E. STRANGE, known to me to be the PRESIDENT of the TECKLA PRODUCTIONS, INC. the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

Betty J. Slick
Notary Public in and for said State.

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.

NEVADA CORPORATION,
SERIAL NUMBER 11-7015
STATEMENT OF QUALIFICA
NO AMENDMENTS.

Witness:

Assignee: CES OIL OPERATIONS, INC.

Betty J. Stuck ..... as to C. E. Strange
C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTIN[redacted]

UNITED STATES OIL AND GAS LEASE W-52397

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 36 N., R. 114 W., 6th Prin. Mer.
Sec. 9: NW¼, N½SW¼, SW¼SW¼

102583

Dec 19 80 8:00 A M
60 Dollars BOOK 365
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 280.00 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 19 80
before me, the undersigned, a Notary Public in and for said State, personally appeare C. E. STRANGE, known to me to be th PRESIDENT of the TECKLA PRODUCTIONS, INC. the Corporation that executed the within Instrument, known to me to be the person wh executed the within Instrument, on behalf of the Corporation, therein named, and acknowledge to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm Exp 10/2/81

Notary Public in and for said State.

365

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.

A NEVADA CORPORATION, FI
SERIAL NUMBER N - 7015 F
STATEMENT OF QUALIFICATI
NO AMENDMENTS.

Witness:

Assignee: CES OIL OPERATIONS, INC.

Betty Black ..... as to C. E. Strange

C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING[redacted]

UNITED STATES OIL AND GAS LEASE W-57159

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, California 93302
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
CES OIL OPERATIONS, INC.	P.O. Box 6438 Incline Village, Nev. 89450	Two and One-Half Percent (2½%)

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

T. 36 N., R. 114 W., 6th Prin. Mer.
Sec. 9: N½NE¼, SW¼NE¼, SE¼SE¼
Sec. 10: NW¼NW¼, SE¼NW¼, SW¼
Sec. 16: NE¼NE¼

182784

Dec 19 1980 8:00 AM
60 Dol
6th
367
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

Containing 440.00 acres, more or less.

WITNESS our hands this 1st day of December, 19 80

Witnesses:

TECKLA PRODUCTIONS, INC.

BY: C. E. Strange, President

STATE OF CALIFORNIA,
COUNTY OF KERN } ss.

ON December 1st, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeare C. E. STRANGE, known to me to be th PRESIDENT of the TECKLA PRODUCTIONS, INC. the Corporation that executed the within Instrument, known to me to be the person wh executed the within Instrument, on behalf of the Corporation, therein named, and acknowledge to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

Notary Public in and for said State.

367

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.

A NEVADA CORPORATION, F
SERIAL NUMBER N - 7015 F
STATEMENT OF QUALIFICATI
NO AMENDMENTS.

Witness:

Assignee: CES OIL OPERATIONS, INC.

Betty Sluck ..... as to C. E. Strange
C. E. STRANGE, President

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

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

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

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

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

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

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

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

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

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

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

B. J. Bradshaw
337 Pierpont
Salt Lake City, UT 84101

Name
Street
City
State
Zip Code

W 33565
(Serial Number)

This lease is subject [illegible] of oil or [illegible] 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: #443 State: Wyoming County: Sublette

T 38 N, R 114 W, 6th Prin Mer, WY

Sec 3: NE¼, N½NW¼, N½SE¼

182585

December 19 80 8:00 A.M.
60 Dr. [illegible] 369
16.00 [illegible] CLERK

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

Containing a total of	320.00	acres	Annual Rental . . . . . $ 160.00

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

Effective date of lease: March 1, 1973

THE UNITED STATES OF AMERICA

[illegible]
(Signature of Signing Officer)

[illegible] Oil &
[illegible] Section
(Title)

February 21, 1973
(Date)

FOR CLAIMANT

No. 448-6508

SEE INSTRUCTIONS ON REVERSE 33565

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

3. Parcel Number 443
4. State Wyo

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. B. J. Bradshaw — JAN 20 1972
(Signature of Applicant) (Date)

6. 337 Pierpont Avenue
Salt Lake City Utah 84101
(Address, include zip code)

[illegible]

345

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

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

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

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

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

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount

(h) *Records.*—To keep a daily drilling record, a log, and complete and correct well surveys and plats 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.*—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 assessments; records; conformance.*—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, 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 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 [illegible] historic or archaeological [illegible]

and other excavations, remove or cover all debris, and as soon as reasonably possible restore the surface of the leased area and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the time to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic or scientific interest.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the item(s) or condition(s) will be left intact immediately, brought to the attention of the [illegible] officer, or his authorized representative.

(r) *Preference right to lease.* Not to [illegible] assignee, if [illegible] except as [illegible] authorized [illegible].

(s) *Restoration of premises.* To deliver up the premises in good order and condition, the land leased including all improvements which are necessary for the purposes of conducting wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights of way.* The right to grant to others common or several use easements or rights of way, including the right of entry to construct or maintain railroads, pipelines, tunnels, canals, ditches, or roadways upon, through, or in the lands leased, or any part 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) *Disposal of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under the act or any 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 portion of the 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 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 to the ownership of helium and the right to extract or otherwise withdraw 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, then at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The gas so delivered shall be returned to the lessee, with no substantial delay in the normal 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 leased 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 from 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 or 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 his delegate, person, committee, or State or Federal officer or agency 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 lands to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of material, etc., on termination.*—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 necessary 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 other than that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for the period of 30 days after service of written notice by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that as to 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 valuable improvements, machinery, or equipment determined by the lessor to be necessary for plugging or preserving any well drilled on the leased lands 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 or cancellation and forfeiture [illegible] for the same cause [illegible] any other time.

Sec. 8. *Heirs and successors in interest.* It is 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 no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR [illegible] shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of [illegible] Statutes of the United States [illegible] and [illegible]

OIL AND GAS LEASE - SURFACE DISTURBANCE STIPULATIONS

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

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, the lessee shall submit for approval two copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the Area Oil and Gas Supervisor, Geological Survey, Casper, Wyoming, and w also furnish the FOREST SUPERVISOR with a copy of such map and explanation.

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

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

Said conditions may relate to any of the following:

(a) The location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) The types of vehicles that may be used and the areas in which they may be used; and

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

Signed this 12th day of February, 1973

B J Broadhead

Lessee's Signature

372

Form 3109–3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided* that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, 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)

exerc[redacted]he privileges authorized by this le[redacted] permit, and shall maintain such fire tools at his [redacted] quarters 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; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain catt[redacted]s 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

at [redacted]

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(Signature of Lessee)

☆U.S. Governm[redacted]rinting Office: 1971-780-512/81 Region

WSO 3103-1
(Rev 10/68)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area;" Federal Register, August 30, 1947, page 5859), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife or pollute streams.

(2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S. Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any land within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:

(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

DATE _____ SIGNATURE _____

3745

Form 1274-2
(March 1958)
(formerly 4-954)

SERIAL REGISTER PAGE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Legal Reference	Date Filed	Serial Number
OIL & GAS LEASE ACT OF 2/25/20 (41 STAT. 437; 30 U S C 181)	2-12-72	W 3[illegible]

Name and Mailing Address

E. J. Brockhan, [illegible]

Description of Land

T 38 N, R 114 W, 6th Prin Mer, WY — Parcel No. 443

Sec 3: NE¼, N½NW¼, N½SE¼

320.00 A

DATE OF ACTION	ACTION TAKEN
1-24-72	Lse offer filed. [illegible]

FEB 21 '73 [illegible] MAR 1 '73

CERTIFIED
[illegible]
LAND MANAGEMENT

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-33565

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

B.J. Bradshaw
337 Pierpont Avenue
Salt Lake City, Utah 84101

182586

Dec 14
60 0 0
8 00

80 8 100 AM
376
[illegible] COUNTY CLERK
[illegible], WYOMING

1. The undersigned has owned 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) March 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*)

182586

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

Section 3: NE¼, N½NW¼, N½S½

Containing 320.00 acres more or less
Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? (*See Item 4 of General Instructions; specify percentage.*) 1/8 (one percent)

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

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

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

Executed this 3rd day of June, 19 76

B.J. Bradshaw
B.J. Bradshaw (Assignor's Signature)

337 Pierpont Avenue
(Assignor's Address)

Salt Lake City, Utah 84101
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective AUG 1 1976

By Glenna W. Sanc
(Authorized Officer)

RETURN THIS COPY TO:
RAINBOW RESOURCES, INC.
#10 Lakeside Lane
4701 Harlan
DENVER COLORADO 80212

Chief, Oil & Gas Section
(Title)

AUG 25 1976
(Date)

376

FOR CLAIMA

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 thi 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 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignmer 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 under signed's knowledge and belief and are made in good faith.

Executed this 3rd day of June , 19 76

[redacted]
(Assignee's Signature)
P.J. Bradshaw

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 th 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 productio are reserved by assignor, outline in detail the amoun method of payment, and other pertinent terms.

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

6. A copy of the executed lease, out of which this assign ment is made, should be made available to assigne 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 State: If 10 percent or more of the stock of any class is owned controlled by or on behalf of any one stockholder, a separat showing of his citizenship and holdings *must* be furnishe

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

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

* U.S. [redacted] Printing Offic
780-[illegible] Section

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by B. J. Bradshaw

this 3rd day of June 1976

Notary Public

My Commission expires 1-15-77

378

W 212

Form 3106–5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-33565

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

182587

RAINBOW RESOURCES, INC.
10 Lakeside Lane
4704 Harlan Street
Denver, Colorado 80212

Dec 19 80 8:00 A.M.
60 Q+D 379
6.00

The undersigned, as owner of **100** percent of record title of the above-designated oil and gas lease issued effective *(date)* **March 1, 1973**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3106.2-3)*

Township 30 North, Range 111 West, 6th P.M.

Section 3: N½, N½S½, NE¼SE¼

Containing 320.00 Acres more or less
Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* **5.25% of 8/8ths**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* **1%**

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

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

Executed this **3rd** day of **June**, 19 **76**

F. J. Bradshaw
(Assignor's Signature)

337 Pierpont Avenue
(Assignor's Address)

Salt Lake City, Utah 84101
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective AUG 1 1976

By Glenna M. Gant
(Authorized Officer)

Oil & Gas Section
(Title)

AUG 25 1976
(Date)

RETURN THIS COPY TO:
RAINBOW RESOURCES, INC.
#10 Lakeside Lane
4704 Harlan
[redacted], COLORADO 80212
[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 the 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 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of unde signed's knowledge and belief and are made in good faith.

Executed this day of , 19

(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 th 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 assig ment but not set out therein. If payments out of producti are reserved by assignor, outline in detail the amoun method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a de initely described portion of the leased lands create separate leases. Assignee, upon approval of assignment becomes lessee of the Government as to the assigne interest and is responsible for complying with *all* leas terms and conditions, including timely payment of annua rental and maintenance of any required bond; *except* in th case of assignment of undivided interests, royalties, an operating agreements.

6. A copy of the executed lease, out of which this assig ment is made, should be made available to assigne 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 State: If 10 percent or more of the stock of any class is owned controlled by or on behalf of any one stockholder, a separat showing of his citizenship and holdings *must* be furnishe

If evidence of qualifications and ownership ha previously been furnished as required by the above, referenc by serial number of record in which it was filed together wi a statement as to any amendments. Qualifications of assigne *must* be in full compliance with the regulations (43 CFR 3102

4. *Statement of interests* — Assignee *must* indicat whether or not he is the sole party in interest in the assig ment; if not, assignee *must* submit, at time assignment filed, a signed statement giving the names of other intereste parties. If there are other parties interested in the assig ment, a separate statement *must* be signed by each a assignee giving the nature and extent of the interest of eac the nature of agreement between them, if oral; and a copy agreement, if written. *All* interested parties *must* furnis evidence of their qualifications to hold such lease interest Separate statements and written agreements, if any, *must* b filed no later than [illegible] (30) days after filing assignmen

W-33565

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by F. J. Bradshaw

this 3rd day of June, 1976

Notary Public

My Commission expires

W-33565

In the event the assignee herein shall elect to not pay the rental due under the lease herein assigned, Assignee agrees, at least sixty (60) days prior to any such rental date, to tender to the Assignor herein an assignment of all of the interest herein Assigned.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 14th day of July, 1976

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

[redacted] [redacted] [redacted]

(February 1971)

FACSIMILE R[redacted]ON by
Tallock's Inc [redacted] 6 1681

DEPARTMENT OF THE IN[redacted]
BUREAU [redacted] LAND MANAG[redacted]

Serial No. W[redacted]

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

SEE ATTACHED RIDER

Dec 19
60 Dkd
17.00

80 8100A
382

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* March 1, 1973, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

Township 38 North, Range 114 West, 6th P.M.
Section 3: NE¼, N½NW¼, N½SE¼

Containing 320.00 acres, more or less

Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 87.5%

4. What part of the record title interest is being retained by assignor(s)? 12.5%

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)* 6.25% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of July, 1976

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By: Charles A. Shear, Vice-President
10 Lakeside Lane, 4704 Harlan Street
Denver, Colorado 80212

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RETURN THIS COPY TO:
RAINBOW RESOURCES, INC
#10 Lakeside Lane
4704 Harlan
DENVER, COLORADO 80212

Assignment approved effective OCT 1 1976

By Gloria W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 4 1976
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

FOR CLAIMANT

230-WY-2727

CLIFF CREEK

382

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF .....
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared .....

.....

and .....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.. .....

.....
Notary Public

STATE OF COLORADO
COUNTY OF Jefferson } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On July 15, 19 76, before me personally came the above named Charles A. Shear (who being by me duly swom, did say that he is the Vice-President of Rainbow Resources, Inc.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice-President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: March 31, 1980

Penny M. McIver
Notary Public
Residing at: Penny M. McIver
Denver, Colorado

[redacted] [redacted] [redacted]

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership 305 Goodstein Building Casper, Wyoming 82601	-	25.0%
FARMLAND INTERNATIONAL ENERGY COMPANY 1212 First City East Building Houston, Texas 77002	-	25.0%
BARBER OIL EXPLORATION, INC. 2627 Tenneco Building Houston, Texas 77002	-	12.5%
TEXASGULF, INC. 1100 Milam Building, Suite 3000 Houston, Texas 77002	-	12.5%
G S OIL & GAS CO. (1976), a partnership 55 Broad Street New York, New York 10004	-	12.5%

PART II 365

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 ☒ Partnership

Partnership Qualifications filed in W-56943

4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

G S OIL & GAS CO. (1976)

George E Kelly
(Assignee's Signature)

55 Broad Street
New York, New York 10004

Original Assignee's Request for Approval of Assignment for G S Oil & Gas Co. (1976) attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
[redacted]20686

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-16182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-16678
[redacted]

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12347
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-10070
[redacted]

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

[redacted] [redacted] [redacted] 2724

ASSIGNEE'S REQUEST [redacted] PROVAL OF A[redacted]SNMENT

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] Partnership

Partnership Qualifications filed in W-56943

4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 246,0[illegible] chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio[illegible] in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme[illegible] 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 unde[illegible] signed's knowledge and belief and are made in good faith.

Executed this 20th day of September , 1976

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, I

BY: RAINBOW RESOURCES, INC.

(Assignee's Signature)

A General Partner

Charles A. Shear, Vice President
305 Goodstein Building
Casper, Wyoming 82601

Original Assignee's Request For Approval of Assignment for Rainbow Resources, Inc. Exploration Partnership, 1976 attached to W-4982 for the following leases:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
[illegible]

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-18102
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-10978

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20138
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-10070

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

PART II

2727

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age — Corporate Qualifications filed in W-830
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

BARBER OIL EXPLORATION, INC.

W. P. Goodson

(Assignee's Signature)

W. P. Goodson, Vice-President

1100 MILAM BUILDING — SUITE 2730
HOUSTON, TEXAS 77002

Original Assignee's Request for Approval of Assignment for Barber Oil Exploration, Inc. attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257
W-45969
[redacted]
W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-20182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562
W-14188
W-22096
[redacted]
W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45362
W-12113
W-12571
W-20136
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12347
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985
W-33565
W-16165
[redacted]
W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

[redacted] [redacted] [redacted] 2727

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in M-065500

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 19 76

FARMLAND INTERNATIONAL ENERGY COMPANY

(Assignee's Signature)

Jim H. Graham, Vice-President
1212 First City East Building
Houston, Texas 77002

Original Assignee's Request for Approval of Assignment for Farmland International Energy Company attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
W-0320683

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-28282
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-10678

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20138
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-10070

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

389

W 2727

Form 3160-5
February 1971
FACSIMILE REPRODUCTION by Tallack's Inc. Denver - 266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

U-13510

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RAINBOW RESOURCES, INC.
10 Lakeside Lane, Suite 303
4704 Harlan Street
Denver, Colorado 80212

1

182589
Dec 19
60 Ont
6 00
80 8:00A
389
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 12.5% percent of record title of the above designated oil and gas lease issued effective (date) March 1, 1973, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below

2. Describe the lands affected by this assignment (43 CFR 3161.2-3) 182589

Township 38 North, Range 114 West
Section 3: NE/4, N/2NW/4, N/2SE/4

Containing 320.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 6.25%

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 1st. day of May, 19 79

ATTEST:

TEXASGULF, INC.

BY: Frank R. Moulton, Jr.
(Assignor's Signature)

Assistant Secretary

(Assignor's Address)
Frank R. Moulton, Jr., Vice President

1100 Milam Building
Houston, Texas 77002
(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 David M. Courtney
(Authorized Officer)

ACTING Chief, Oil & Gas Section

SEP 5 1979
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3161.

[redacted] [redacted]

For Claimant
[redacted]-2727

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-36943

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 under signed's knowledge and belief and are made in good faith.

Executed this 19th day of June, 19 79

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....

.....

and .....

....., to me known to be the identical person ....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

.....
Notary Public

STATE OF TEXAS
COUNTY OF HARRIS } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On May 1, 19 79, before me personally came the above named Frank R. Houlton, Jr. (who being by me duly sworn, did say that he is the Vice President of Texasgulf, Inc.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as VP-GC 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 3-31-81

NOTARY PUBLIC STATE OF TEXAS OF HARRIS

Vivian W. Stammann
Notary Public
Residing at

VIVIAN W. STAMMANN
Notary Public in Harris County, Texas

391

W-2783

Form 3110–2
(September 1973)
(formerly 3120–19)

OCT 4 1974

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

Donald F. Kunesh
1850 Georgia Pacific Bldg.
Portland, Oregon 97204

W 45873
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T. 38 N., R. 114 W., 6th Prin. Mer.
Sec. 2: All

182590

RECORDED Dec 19 1980 8:00 A.M.
BOOK 60 D+T Page 391
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

U.S. Geological Survey
Lease No. W 45873
Structure on date of lease: Known Reservoir

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: JUL 1 1971

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

June 18, 1974
(Date)

[redacted] CLAIMANT

Sec. 1. [redacted] the lessee is granted the exclusive right and privilege to drill for, mine, extract, remove and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands so included thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bond.* (1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000 upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond has been filed by an operator of the lease and accepted. (5) Until a statewide 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) *Exploration or unit plan.* Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Diligence.* (1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate or as to which the royalties and rentals are paid into different funds than are those of this lease, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior, and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.* (1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed [illegible] the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat [illegible] development work and improvements on the leased lands [illegible] and reports as to [illegible]

[redacted] LANDS

[illegible] the lessee is granted a [illegible] and privilege [illegible] the oil and gas deposits [illegible] lands leased, together with [illegible] and maintain thereupon all [illegible] to the full enjoyment [illegible] unless sooner [illegible] and so long thereafter as oil or gas is produced in paying quantities, subject to the provisions of the act of August 8, 1946 (60 Stat. 950; 30 U.S.C. sec. 351), and to the regulations issued thereunder and in force on the date of this lease. The lessee agrees:

(a) *Bond.* To furnish and maintain a bond in the sum of $10,000 as required by the act of August 8, 1946, supra, conditioned upon the performance of the lessee's obligations hereunder.

(b) *Exploration.* To exercise reasonable diligence, skill, and care in exploring the leased lands for oil or gas.

(c) *Diligence.* (1) To begin drilling operations within 6 months from the date this lease becomes effective, unless such time is extended by the Secretary of the Interior, and to prosecute diligently with adequate equipment and means the drilling of such wells as may be necessary adequately to develop the leased area, or to assign or relinquish this lease as to any undeveloped portion thereof; (2) to drill and produce such wells as may be necessary to prevent drainage of oil or gas from the leased lands to lands not leased by the lessee, or to pay compensation for such drainage as determined by the Secretary of the Interior; (3) to carry on all operations hereunder in accordance with approved methods and practices, having due regard for the prevention of waste of oil or gas, the health and safety of workmen, and the protection of the interests of the United States in the land and deposits, the improvements, the waters, the flora and fauna, and the other surface resources thereof; and (4) to maintain all buildings, structures, machinery, equipment, tanks, roadways, pipelines, wells, mines, and works in a safe and good state of repair, all in a manner consistent with timber growth, soil stability, watershed protection, and other reasonable land uses existing at the time of the exploration or development thereof, so far as the lessee has control or can acquire control by the exercise of reasonable diligence. Upon the completion of any well drilled on the leased lands to the satisfaction of the lessee, or upon the abandonment thereof, the lessee shall immediately plug 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 perform 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.

(d) *Rentals and royalties.* 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.

(f) *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) *Nonassignment of lease; or sublease thereof.* 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 lease, sublease, operating agreements and subleases, working or royalty interests, within 90 days from the date of its execution thereof.

(n) *Personal liability of lessee.* That the lessee, if a corporation, or if an officer, agent, or employee of the lessee or 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 owners 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 8, 1946, supra.

(o) *Lands subject to prior rights.* 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 subject to a reservation or segregated for any 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 latter shall be regarded as the dominant use, unless otherwise provided herein or separately stipulated.

(q) *Protection of vegetation, boundaries, and monuments.* 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, objects of [illegible] and without the consent of the lessor, the proceeds to be paid to the lessee, destroying, damaging, or removing any of the foregoing from the leased lands.

(r) *Restoration of surface.* Upon the completion of any well drilled on the leased lands to the satisfaction of the lessee, or upon the abandonment thereof, to fill all pits and cellars, remove or cover all debris, and as far as reasonably possible restore the surface of the leased lands to their former contour by filling in excavations and leveling the ground, except such roads or structures as are useful or required. The lessee may, subject to the rights to be taken and restoration to be made with respect to the lands and improvements thereon, remove within a reasonable time all structures and equipment placed on the leased lands by the lessee, including the right to withdraw casing. 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 on the property covered by this lease, the lessee (or conditionee) will be required immediately to bring the discovery to the attention of the contracting officer or his authorized representative.

(s) *Access to lands.* Not to locate [illegible] on the leased lands except as may be necessary for the operations hereunder, without the permit, except as otherwise authorized by law, of the lessor, and to comply with such rules and regulations as may be prescribed by the Secretary of the Interior for the occupancy and use of the land covered by permits and rights-of-way.

(t) *Improvements.* To place all improvements which are the property of the lessee in good order and condition on the said leased lands.

(u) *Removal of improvements.* To remove all improvements which are the property of the lessee, including wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.* The right to permit use of easements or rights-of-way, including those in connection with roads, telephone or telegraph lines, pipelines, canals, ditches, reservoirs, or other works or structures as may be necessary or appropriate to the working of the lands leased or other lands contiguous thereto, or to the harvesting of timber, stone, or other resources of the lands leased or other lands contiguous thereto, or the use of water therefrom, or the development or use of power therefrom by the United States or its grantees or lessees, or any other person duly authorized by the lessor, and the terms and conditions applicable thereto. The lessor shall also have the right to use or authorize the use of those portions of the leased lands as may be necessary for such purposes or for access to adjacent lands.

(b) *Sale of timber, stone, etc.* The right to permit the sale of timber, stone, gravel, or other nonmineral resources of the land leased, and to dispose of the surface of the leased lands under any law or laws hereafter enacted insofar as such surface is not necessary for the use of the lessee in the operation and development of the oil and gas therein or to dispose of any resources of the lands which will not unreasonably interfere with operations under this lease.

(c) *Rules and regulations.* Full power and authority to promulgate and enforce all orders necessary to insure the efficient operation and the protection of the leased lands to the United States, the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.* Pursuant to Section 12 of the act, to reserve the ownership of helium and the right to extract or have extracted helium 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 helium to the lessor, in the manner required by the lessor, at a point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The gas 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 loss 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 the 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 thereby 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 [illegible] 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 casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing requirements.* It is expressly agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal and State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency 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.* The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written notice of relinquishment, 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 lands to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of improvements.* 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 further*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.* If the lessee shall fail to comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof, other than that of payment of annual rental which results in the automatic termination of the lease, and such default shall continue for the period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act. But this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing or other equipment determined by the lessor to be necessary for the plugging or preserving any well drilled on the leased lands 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 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.* If and when any of the [illegible] Members of or Delegate to Congress or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(3), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. [illegible] of the Revised Statutes of the United States, as amended (41 U.S.C. Secs. 22 and 23), Secs. 431, 432, and 433, title 18, United States Code, relating to those acts, are hereby made a part of this lease so far as they may be applicable thereto.

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)*

Management Agency *(name)*

REGIONAL FORESTER
U.S. FOREST SERVICE
FOREST SERVICE BUILDING
OGDEN, UT 84401

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 3109–3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483–485); September 1, 1949 (30 U.S.C. 192c), June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

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; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(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 . 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

REGIONAL FORESTER
U S. FOREST SERVICE
FOREST SERVICE BUILDING
OGDEN, UT 84400

at

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(Signature of Lessee)

* U.S. Government Printing Office: 1973-784-258/2220 Region 8

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

STIPULATION FOR ROADLESS AREAS

Lands embraced in this lease have been inventoried as roadless and must be evaluated for their wilderness potential; therefore, the lessee may not occupy the surface of the lease in a manner that will alter the wilderness character of the land, until an Environmental Statement is prepared and the propriety of surface occupancy is determined.

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

STIPULATION FOR ROADLESS AREAS

Lands embraced in this lease have been inventoried as roadless and must be evaluated for their wilderness potential; therefore, the lessee may not occupy the surface of the lease in a manner that will alter the wilderness character of the land, until an Environmental Statement is prepared and the propriety of surface occupancy is determined.

United States Department of the Interior
BUREAU of LAND MANAGEMENT

SURFACE OCCUPANCY STIPULATION

No occupancy of the surface of the following areas is authorized by this lease. The lessee is, however, authorized to employ directional drilling to develop the mineral resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the Forest Service. 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 rpads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all Forest Service trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all lakes, ponds, and reservoirs located within the lease area.

(d) Within 500 feet of the normal high waterline of any and all streams in the area.

(e) Within 400 feet of any and all springs within the lease area.

(f) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the Forest Service.

(g) Within the _____
located in

_____
lessee or permittee

398

(AJ 248)

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Turlock's Inc., Denver-266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1109

Serial No.
W-45873

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

RAINBOW RESOURCES, INC.
515 Lakeside National Bank Building
Denver, Colorado 80212

1. 182591

Dec 19 80 8:00 A
60 Ord
6.00 Land Yak
398
by Dorothy M. Lewis

The undersigned, as owner of 100.0 percent of record title of the above-designated oil and gas lease issued effective (*date*) July 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2 Describe the lands affected by this assignment (*43 CFR 3101.2-3*)

Township 38 North, Range 114 West, 6th P.M.
Section 2: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (*Give percentage or share*) 100%

4. What part of the record title interest is being retained by assignor(s)? -0-

5a. What overriding royalty or production payments is the assignor reserving herein? (*See Item 4 of General Instructions; specify percentage*) 5%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) -0-

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of September, 1974

Donald F. Kunesh
(Assignor's Signature)

Donald F. Kunesh
SS# 575-20-7301

(Assignor's Address)
1850 Georgia Pacific Building
Portland, Oregon 97204

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1974 By [redacted]
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations
(Title)

DEC 30 1974
(Date)

[redacted] [redacted] [redacted] official form

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF }
COUNTY OF } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On , 19 , before me personally came the above named (who being by me duly sworn, did say that he is the President of a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires:

Notary Public
Residing at:

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.
2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.
3. *Effective date of assignment* – Assignment, if approved, 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.

400

W - 2483

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate qualifications filed in W-099922

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 21st day of October, 1974

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President
515 Lakeside National Bank Building
Denver, Colorado, 80212

It is understood and agreed that Assignor shall have the right to reassignment in the event Assignee should elect for any reason to surrender the lease herein assigned. Assignee shall give Assignor sixty (60) days notice of their intent to surrender said lease. If Assignor shall elect to take reassignment, then upon receipt of such election, Assignee shall within fifteen (15) days execute and deliver to Assignor a proper assignment of said lease.

W-2483

State of: Oregon

County of: Multnomah

On 9/27/74 before me personally came the above named Donald F. Kunesh (who being by me duly sworn, did say that he is Donald F. Kunesh.

Notary Public

My commission expires: 11/4/77

[redacted] [redacted] [redacted]

(February 1971)
FACSIMILE RE[redacted]d by
Pollock's Inc., [redacted]-1643)

DEPARTMENT OF THE INT[redacted]OR
BUREAU [redacted] LAND MANAG[redacted]

Serial No. [redacted]873 W-2

LAND OFFICE USE ONLY
New Serial No.

160

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

SEE ATTACHED RIDER

1. 182592

Filed for record Dec 19 1980 8:00 A.M.
In book 60 Oil & Gas page 401
Fees $16.00
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)* July 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

Township 38 North, Range 114 West
Section 2: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 87.

4. What part of the record title interest is being retained by assignor(s)? 12.5%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of June, 19 76

RAINBOW RESOURCES, INC.

Assistant Secretary

Charles A. Shear, Vice-President
#10 Lakeside Lane, 4704 Harlan Street
Denver, Colorado 80212
(City) (State) (Zip C

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

RETURN THIS COPY TO:
RAINBOW RESOURCES, INC.
#10 Lakeside Lane
4704 Harlan
DENVER, COLORADO 80212

Assignment approved effective OCT 1 1976

By [redacted] (Authorized Officer)
Chief, Oil & Gas Section
(Title)

NOV 4 197[redacted]
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official in accordance with the provisions of 43 CFR 3106

401

CLIFF CREEK AREA

WY-2483 CLAIMA

PART II 402

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. **ASSIGNEE CERTIFIES THAT**

1. **Assignee is over 21 years of age**
2. **Assignee is a citizen of the United States**
3. **Assignee is** ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. **Assignee is the sole party in interest** in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. **Filing fee of $10 is attached** *(see Item 2 of General Instructions)*
6. **Assignee's interests, direct** and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 **chargeable** acres in options and leases in the same state, or 300,000 chargeable acres in leases and options **in each leasing district in Alaska.**

B. **ASSIGNEE AGREES** to be bound by the terms and provisions of the lease described here, provided the assignment **is approved by the Authorized Officer of the Bureau of Land Management.**

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. **IT IS HEREBY CERTIFIED** That the statements made herein are true, complete, and correct to the best of undersigned's **knowledge and belief** and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO }
COUNTY OF Jefferson } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On June22nd, 1976, before me personally came the above named Charles A. Shear (who being by me duly sworn, did say that he is the Vice-President of Rainbow Resources, Inc. a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice-President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation, that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: March 31, 1980

NOTARY PUBLIC STATE OF COLORADO

Notary Public Penny M. McIver
Residing at: Denver, Colorado

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each such 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.

The Undersigned

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, - 25.0%
a partnership
305 Goodstein Building
Casper, Wyoming 82601

FARMLAND INTERNATIONAL ENERGY COMPANY - 25.0%
1212 First City East Building
Houston, Texas 77002

BARBER OIL EXPLORATION, INC. - 12.5%
2627 Tenneco Building
Houston, Texas 77002

TEXASGULF, INC. - 12.5%
1100 Milam Building, Suite 3000
Houston, Texas 77002

G S OIL & GAS CO. (1971), - 12.5%
a partnership
55 Broad Street
New York, New York 10004

PART II

W-2483

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-830

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

BARBER OIL EXPLORATION, INC.

(Assignee's Signature)

W. P. Goodson, Vice-President

1100 MILAM BUILDING — SUITE 2730
HOUSTON, TEXAS 77002

Original Assignee's Request for Approval of Assignment for Barber Oil Exploration, Inc. attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-28182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096

W-31939
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45362
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16[illegible]

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

406

PART II

W-2763

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

Partnership Qualifications filed in W-56943

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Partnership
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

G S OIL & GAS CO. (1976)

George E Kelly

(Assignee's Signature)

55 Broad Street
New York, New York 10004

Original Assignee's Request for Approval of Assignment for G S Oil & Gas Co. (1976) attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33203
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-16182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-16678

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12347
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-10[redacted]

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

W-45869
W[redacted]
W[redacted]88

50ft

PART II

W 2982

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States

Corporate Qualifications filed in M-065500

3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 19 76

FARMLAND INTERNATIONAL ENERGY COMPANY

(Assignee's Signature)

Jim H. Graham, Vice-President
1212 First City East Building
Houston, Texas 77002

Original Assignee's Request for Approval of Assignment for Farmland International Energy Company attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-28282
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-31989
W-41394
W-45368
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45362
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

W-45869
W-[illegible]12
W-14188
W-22096
W-[illegible]

W-33565
W-16165
W-[illegible]

[illegible]0889

[redacted] ASSIGNEE'S REQUEST [redacted] APPROVAL OF ASSIGNMENT [redacted]

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 ☒ Partnership

Partnership Qualifications filed in W-56943

4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme is approved by the Authorized Officer of the Bureau of Land Management.

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 unde signed's knowledge and belief and are made in good faith.

Executed this 20th day of September , 1976

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1

BY: RAINBOW RESOURCES, INC.

(Assignee's Signature)

A General Partner

Charles A. Shear, Vice President
305 Goodstein Building
Casper, Wyoming 82601

Original Assignee's Request For Approval of Assignment for Rainbow Resources, Inc. Exploration Partnership, 1976 attached to W-4982 for the following leases:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
W-[illegible]

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-18102
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-[illegible]

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20138
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-161[illegible]
W-[illegible]

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

408

W 2983

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Turlock's Inc Denver - 266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-43173

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. RAINBOW RESOURCES, INC.
10 Lakeside Lane, Suite 300
4704 Harlan Street
Denver, Colorado 80212

W 2983

FILED FOR RECORD Dec 19 19 82 8:00 AM
IN BOOK 60 Misc. PAGE 408
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 12.5% percent of record title of the above-designated oil and gas lease issued effective *(date)* July 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3106.2-3)*

Township 38 North, Range 114 West
Section 2: All

Containing 640.00 acres, more or less
Sublette & ~~Teton~~ Counties, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5.0%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st. day of May, 19 79

ATTEST:

TEXASGULF, INC.

(Assignor's Signature)

BY: Frank R. Moulton Jr.
(Assignor's Address)

Assistant Secretary

Frank R. Moulton, Jr., Vice President

1100 Milam Building
Houston, Texas 77002
(City) (State) (Zip)

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 David N. Cauthorn
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

SEP 5 1979
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

[redacted] PK PROSPECT [redacted] 230-17 [redacted] For Claims

2483

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under signed's knowledge and belief and are made in good faith.

Executed this 19th day of June, 19 79

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

Title 18 U S C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction

STATE OF .....
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared .....

.....

and .....

....., to me known to be the identical person ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public

STATE OF TEXAS
COUNTY OF HARRIS } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On May 1, 19 79, before me personally came the above named Frank R. Houlton, Jr. (who being by me duly sworn, did say that he is the Vice President of Texasgulf, Inc. a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires 3-23-80

Dorothy C. Bonnie
Notary Public
Residing at:

DOROTHY C. BONNIE
Notary Public in and for Harris County, Te
My Commission Expires March 23, 198

410

Form 3120-19
(4-1158)
(September 1966)

WY-7206

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FILE AL

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181–263)

Ruth R. Ellbogen
P. O. Box 1581
Name Casper, Wyoming 82601
Street
City
State
ZIP Code

W 15756
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 313

T. 38 N., R. 114 W., 6th Prin. Mer., Wyoming — Sublette Co.
Sec. 3: S½NW¼, SW¼
Sec. 10: SW¼

122594

Filed December 19 1980 8:00 A.M.
In Book 60 O & G Page 410
Fees $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing a total of 400.00 acres	Annual Rental . . . . . $ 200.00

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 1968

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

NOV 4 1968
(Date)

ACTING ASSISTANT MANAGER, OIL AND GAS
(Title)

412

Form 3103–2
(October 1964)
(formerly 4–216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W-15756

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, 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 material on the surface of the lands during the forest, brush or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as amended (48 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 483 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

1043

exercise of the privileges aut zed by this lease or permit, and shall maintain s ch 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 t. the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(5) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(6) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(7) If lessee permittee shall construct any ca on the lands, such camp shall be located at a pla approved by the authorized representative of t Secretary of Agriculture, and such representative sh have authority to require that such camp be kept in a neat and sanitary condition.

(8) To comply with all the rules and regulations the Secretary of Agriculture governing the nation forests or other lands under his jurisdiction which a embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginni of operations to appoint and maintain at all tim during the term of this lease or permit a local age upon whom may be served written orders or notic respecting matters contained in this stipulation, a to inform the authorized representative of the Secreta of Agriculture, in writing, of the name and addre of such agent. If a substitute agent is appointed, t lessee or permittee shall immediately so inform t said representative.

(10) To address all matters relating to this stipulati to

at

who is the authorized representative of the Secretar of Agriculture, or to such other representative as ma from time to time, be designated, provided that suc designation shall be in writing and be delivered t the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municip watershed, or are, in the opinion of the authorize representative of the Secretary of Agriculture primarily valuable for watershed protection, the lesse or permittee shall reseed or otherwise restore th vegetative cover, as required by the authorized repre sentative of the Secretary of Agriculture, for watershe protection and erosion prevention on any areas damage because of the operation.

CERTIFIED

to be a true and comparative copy
of the official records on file

NOV -- 7 1977

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

(Signature of Lessee)

GPO 844-923

W 15750

RECEIVED
Bureau of Land Management
Casper, Wyoming
'68 NOV 4 AM 8 25

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provided for restoration of the surface.

Robert B. Allen
SIGNATURE

10-30-68
DATE

CERTIFIED
to be a true and comparative copy
of official records on file
NOV - 4 1977
CASPER FIELD OFFICE
BUREAU OF LAND MANAGEMENT

W 15756

SPECIAL STIPULATION

The NE¼SW¼ section 10, T. 38 N., R. 114 W., 6th Prin. Mer., Wyoming, is included in the Kozy Campground Recreation Area which has been developed by the Forest Service for public use. No Occupancy of the surface is authorized by this lease. The lessee, however, is authorized to employ directional drilling to exploit the oil and gas resources provided that such drilling will not disturb the surface of the area or otherwise interfere with the use being made of it.

Date 10-30-68 Signature

No. 103 — 2141

SEE INSTRUCTIONS ON REVERSE

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

3. Parcel Number 313

4. State WYOMING 15755

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies that the (1) applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel if such a lease is issued by the Bureau of Land Management as a result of this drawing.

SEP 20 1968

5. (Signature of Applicant) (Date)

MRS. RUTH E. ELDOGEN

6. P. O. Box 1501 Casper Wyoming 82602
(Address, include zip code)

DO NOT DETACH

CERTIFIED

...l comparative copy
...al records on file

... 1977

...E LAND OFFICE
LAND MANAGEMENT

3

4/15

SEP 10 1979

FACSIMILE REPRODUCTION BY Taylor & Inc., Denver - 266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-15756

LAND OFFICE [illegible]
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. RAINBOW RESOURCES, INC.
10 Lakeside Lane, Suite 300
4704 Harlan Street
Denver, Colorado 80212

W-15705

RECORDED Dec 19 1980 8:00 AM
IN BOOK 60 Misc PAGE 416
FEES $ 6.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 12.5% percent of record title of the above-designated oil and gas lease issued effective (date) 12-01-68, 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 38 North, Range 114 West
Section 3: S½NW¼, SW¼
Section 10: SW¼

Containing 400 acres more or less, Sublette County, Wyoming.

Wyo. # 1043

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3%

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 1st. day of May, 19 79

ATTEST:

[signature]
(Assignor's Signature)
Assistant Secretary

TEXASGULF, INC.

BY: [signature]
(Assignor's Address)
Frank R. Moulton, Jr., Vice President

1100 Milam Building
Houston, Texas 77002
(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 [signature]
(Authorized Officer)
ACTING Chief, Oil & Gas Section
SEP 6 1979
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

[redacted] RAINBOW RESOURCES [redacted] [redacted] mant

Form 3100–5
(February 1971)
FACSIMILE REPRODUCTION by Tolleck's Inc., Denver–2541481

418

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W 10073

FORM APPROVED
OMB NO. 42–R1566

Serial No. W-15756

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

SEE ATTACHED RIDER

W 10073

RECORDED Dec 19 1980 8:00 A.M.
IN BOOK 60 Oil & Gas PAGE 418
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effe
tive *(date)* December 1, 1968 , hereby transfers and assigns to the assignee shown above, the record ti
interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)*

Township 38 North, Range 114 West
Section 3: S½NW¼, SW¼
Section 10: SW¼

Containing 400.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 87.5

4. What part of the record title interest is being retained by assignor(s)? 12.5%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 3.5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created here which, when added to overriding royalties or payments out of production previously created and to the royalty paya to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil 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 be and are made in good faith.

Executed this 2nd day of June , 19 76

ATTEST: SOUP S CORPORATE SEAL WYOMING

(Assignor's Signature)

Assistant Secretary

RAINBOW RESOURCES, INC.

(Assignor's Address)

Charles A. Shear, Vice-President
#10 Lakeside Lane, 4704 Harlan Street
Denver, Colorado 80212
(City) (State) (Zip C

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 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:

RETURN THIS COPY TO:
RAINBOW RESOURCES, INC.
#10 Lakeside Lane
4704 Harlan
DENVER, COLORADO 80[illegible]

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective OCT 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 4 1976
(Date)

NOTE: [redacted] may be reproduced provided that cop[redacted] exact reproductions on one sheet of both [redacted] this official FOR CLAIMA[redacted] 43

J 7043

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of June, 1979

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared .....

.....

.....

and .....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.. .....

.....
Notary Public

STATE OF TEXAS
COUNTY OF HARRIS } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On May 1, 19 79, before me personally came the above named Frank R. Moulton, Jr. (who being by me duly sworn, did say that he is the Vice President of Texasgulf, Inc.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: 3-80

Dorothy C. Bonnie
Notary Public
Residing at:

DOROTHY C. BONNIE
Notary Public in and for Harris County, Texas
My Commission Expires March 23, 1980

[redacted] P[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. **ASSIGNEE CERTIFIES THAT**

1. **Assignee is over 21 years of age**
2. **Assignee is a citizen of the United States**
3. **Assignee is** ☐ **Individual** ☐ **Municipality** ☐ **Association** ☐ **Corporation**
4. **Assignee is the sole party in interest in this assignment** *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. **Filing fee of $10 is attached** *(see Item 2 of General Instructions)*
6. **Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.**

B. **ASSIGNEE AGREES** to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

Item 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 [redacted] day of [redacted], 19[redacted]

[redacted]

(Assignee's Signature)

[redacted]

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO }
COUNTY OF Jefferson } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On June22nd, 1976, before me personally came the above named Charles A. Shear (who being by me duly sworn, did say that he is the Vice-President of Rainbow Resources, Inc. a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice- President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: March 31, 1980

NOTARY PUBLIC STATE OF COLORADO

Peggy M. McIver

Notary Public Peggy M. McIver
Residing at: Denver, Colorado

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 310).

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 such assignee giving the nature and extent of the interest of each and 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.

419

[redacted] [redacted] [redacted]

[illegible]

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership
305 Goodstein Building
Casper, Wyoming 82601 - 25.0%

FARMLAND INTERNATIONAL ENERGY COMPANY
1212 First City East Building
Houston, Texas 77002 - 25.0%

BARBER OIL EXPLORATION, INC.
2627 Tenneco Building
Houston, Texas 77002 - 12.5%

TEXASGULF, INC.
1100 Milam Building, Suite 3000
Houston, Texas 77002 - 12.5%

G S OIL & GAS CO. (1976), a partnership
55 Broad Street
New York, New York 10004 - 12.5%

479 420

420

PART II

W 1043

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-830

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

BARBER OIL EXPLORATION, INC.

(Assignee's Signature)

W. P. Goodson, Vice-President

1100 MILAM BUILDING — SUITE 2730
HOUSTON, TEXAS 77002

Original Assignee's Request for Approval of Assignment for Barber Oil Exploration, Inc. attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30966
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-20182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22094

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-15187

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

[redacted]

[redacted]

[redacted]

[redacted] ASSIGNEE'S REQUEST [redacted] PROVAL OF ASSIGNMENT [redacted] W 1073

A. ASSIGNEE CERTIFIES THAT

Partnership Qualifications filed in W-56943

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Partnership
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme is approved by the Authorized Officer of the Bureau of Land Management.

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 unde signed's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

G S OIL & GAS CO. (1976)

(Assignee's Signature)

55 Broad Street
New York, New York 10004

Original Assignee's Request for Approval of Assignment for G S Oil & Gas Co. (1976) attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
W-[illegible]

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-[illegible]
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-[illegible]

W-31939
W-41394
W-45368
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12347
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16169
W-10070

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

4-28

PART II 423

W 1047

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in M-065500

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 19 76

FARMLAND INTERNATIONAL ENERGY COMPANY

(Assignee's Signature)

Jim H. Graham, Vice-President
1212 First City East Building
Houston, Texas 77002

Original Assignee's Request for Approval of Assignment for Farmland International Energy Company attached to W-4982 for the following:

W-37594	W-14661	W-31939	W-39831-KGS
W-39832-KGS	W-15756	W-41394	W-39830-KGS
W-44448-KGS	W-12573	W-45368	W-39829-KGS
W-51626	W-12574	W-45872	W-47224-KGS
W-54091	W-14189	W-45875	W-47221
W-30986	W-21431	W-45870	
W-28612	W-39388	W-45873	
W-33267	W-31576	W-38943	
W-49469	W-39389	W-46998	
W-35646	W-16859-A	W-45254	
W-42560	W-16858-A	W-47003	
W-37044	W-30072-A	W-45862	
W-33246	W-21431	W-12113	
W-22796	W-25368	W-12571	
W-36124	W-41397	W-20133	
W-22420	W-21430	W-20140	
W-35126	W-15358	W-12574-A	
W-5217	W-15359	W-12573-A	
W-10843	W-22103	W-15349	
W-30138	W-22102	W-35977	
W-43965	W-26868	W-14662	
W-46394	W-25354	W-12572	
W-52538	W-34489	W-12571-A	
W-20136	W-34488	W-13452	
W-24950	W-38938	W-12570	
W-12569	W-31988	W-24947	
W-33103	W-47222	W-12347	
W-3416	W-16162	W-34623	
W-22100	W-30064	W-21426	
W-23304	W-35975	W-30065	
W-47017	W-17211	W-22098	
W-40537	W-45858	W-44402	
W-15345-A	W-55143	W-15755	
W-31577	W-55659	W-45857	
W-20137	W-35976	W-45256	
W-45257	W-12562	W-35985	
W-45869	W-14188	W-33565	
[redacted]12	W-22096	W-16165	
[redacted]0688	W-16673 [redacted]	W-1007 [redacted]	

[redacted] ASSIGNEE'S REQUEST [redacted] PROVAL OF ASSIGNMENT [redacted] U 1043

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 ☒ Partnership
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

Partnership Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme is approved by the Authorized Officer of the Bureau of Land Management.

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 unde signed's knowledge and belief and are made in good faith.

Executed this 20th day of September , 1976

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1

BY: RAINBOW RESOURCES, INC.

(Assignee's Signature)

A General Partner

Charles A. Shear, Vice President
305 Goodstein Building
Casper, Wyoming 82601

(Address, include zip code)

Original Assignee's Request For Approval of Assignment for Rainbow Resources, Inc. Exploration Partnership, 1976 attached to W-4982 for the following leases:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
W-0320683

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-18102
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-16573

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-30070

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

425

W - 1043

Form 3106–5
(February 1971)

KINTZEL BLUE PRINT CO
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1509

Serial No.
W-15756

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Rainbow REsources, Inc.
Suite 515, Lakeside National Bank Building
Denver, Colorado 80212

1. 122597

RECORDED Dec 19 1980 8:00 A M
IN BOOK 60 Misc PAGE 425
FEES $8.25 Carol Lloyd 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)* 12-1-68, 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 38 North, Range 114 West, 6th P.M.
Section 3: S½NW¼, SW¼
Section 10: SW¼

Containing 400.00 acres, more or less, in
Sublette County, Wyoming

. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* All

. 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.)* Three Percent (3%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

t 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 o 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 nd are made in good faith.

Executed this 9th day of February, 1973

HAWTHORN OIL COMPANY

By: _____ President
(Assignor's Signature)

P. O. Box 2693, Casper, Wyoming 82601
(Assignor's Address)

ATTEST: _____ Secretary

Ruth R. Ellbogen
P. O. Box 1581
Casper, Wyoming 82601
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAY 1 1973

By _____
(Authorized Officer)

Chief, Oil & Gas Section

MAY 16 1973
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

[redacted] [redacted] [redacted] CLAIMANT

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ 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 5 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.
2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.
3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.
4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates **separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease** terms and conditions, including timely payment of annual rental and maintenance of any required bond, except in the case of assignment of undivided interests, royalties and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

PART I

Item 1 – Type or print plainly, in ink between the lines, heavy dots the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

1. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated, (b) that it is authorized to hold oil and gas leases, (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate statement of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement if written. *All* interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

ACKNOWLEDGMENT (For use by Corporation)

State of Wyoming }
County of Natrona } ss.

On this 9th day of February, A. D. 19 73, 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 R. K. O'Connell acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of February, A. D. 19 73

(SEAL)

Notary Public.

My Commission expires

NOTARY PUBLIC
COMMISSION EXPIRES
JAN 3, 1975
WYOMING

426

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 9th day of February, 19 73, personally appeared Ruth R. Ellbogen and , to me known to be the identical person described in and who executed the within and foregoing instrument in writing and acknowledged to me that 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 4/3/73

Marie-Jeanne Darr Notary Public.

MARIE JEANNE DARR NOTARY PUBLIC MY COMMISSION EXPIRES APR 3, 1973 NATRONA COUNTY WYOMING

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~~ 15 days prior to relinquishment, and said Assignor shall have ~~45~~ 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 ~~2-9-73~~

BBE
Signed for Identification

[redacted] [redacted] W-1[illegible]6 [illegible]
'gore Creek [redacted]

Form 3120–13
(September 1964)
(formerly 4–1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
W-15756
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease 12-1-68
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name: Ruth R. Ellbogen
Street: P. O. Box 1581
City, State, Zip Code: Casper, Wyoming 82601

and

[illegible] Oil Company
P. O. Box 2693
Casper, Wyoming 82601

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 30 North, Range 118 West

Section 3: S/2 NW/4, SW/4
Section 10: SW/4

and containing 400.00 acres, more or less in Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? ALL

3. What percentage of the assignor's interest is being conveyed to assignee? 50% to each party without warranty express or implied

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions: specify percentage)* NONE

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3 day of October, 19 72

SHELL OIL COMPANY

BY: J. M. Talbot
(Assignor's Signature)
Attorney-in-Fact
EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN WYOMING 05707
AND SUCH AUTHORITY IS STILL IN EFFECT.

P. O. Box 2099
(Assignor's Address)
Houston, Texas 77001

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

182598

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED Dec 19 80 8:00 AM
IN BOOK 60 Oil & G PAGE 428
FEE $8.25 [illegible]
SUBLETTE COUNTY, WYOMING

Assignment approved effective NOV 1 1972

Date approved NOV 6 1972

By [illegible]
(Authorized Officer)
[illegible], Oil & Gas Section
(Title)

*Lease extended under 43 CFR 3128.5 to and including (date) _____

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

FOR CLAIMANT

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☒ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No *(If "yes," specify kind)*

Assignment

c. If a corporation, attach qualifications or if already on file, give serial number of case file. SERIAL NUMBER W 768

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this day of OCT 9 1972, 19

HAWTHORN OIL COMPANY

By: President
(Assignee's Signature)

P. O. Box 2693, Casper, Wyoming 82601
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 844-534

[redacted] [redacted] [redacted]

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared J. M. ROBERTS, 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 Attorney-in-Fact for Shell Oil Company, a corporation, as the act and deed 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 5 day of October, 1972.

JUANITA K. KEEL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

Juanita K. Keel
Notary Public in and for
Harris County, Texas

431

Form 3120-19
(4-1158)
(September 1966)

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181–263)

Robert J. Connaghan
P. O. Box 566
Name Cheyenne, Wyoming 82001
Street
City
State
ZIP Code

W 4982
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 584

T. 38 N., R. 114 W., 6th Prin. Mer., Wyoming — Sublette County
Sec. 3: S½SE¼
Sec. 10: SE¼
Sec. 11: S½NW¼, S½
Sec. 14: N½
Sec. 15: E½
Sec. 22: NE¼
Sec. 23: W½
Sec. 26: NW¼

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV - 7 1977
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Containing a total of 1920.00 acres | Annual Rental . . . . . $ 960.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1- 1967

THE UNITED STATES OF AMERICA

By Donald B. Morgan
(Signature of Signing Officer)

MAR 24 1967
(Date)

ASSISTANT MANAGER, OIL & GAS
(Title)

182599

RECORDED Dec 19 1980 8:00 A M
IN BOOK 60 O&G PAGE 431
FEES $16.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

No. 123– 7335

SEE INSTRUCTIONS ON REVERSE

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 584

4382 State Wyoming

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4–1158 or 4–1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

Robert J. Connaghan — Feb. 27, 1967
(Signature of Applicant) (Date)

P. O. Box 566, Cheyenne, Wyo. 82001
(Address, include zip code)

DO NOT REACH

No. 123– 7335

Parcel Number Applied For: 584

4382

Do not write below this line

SIMULTANEOUS OIL AND GAS
DRAWING ENTRY CARD
STUB

DO NOT DETACH

INSTRUCTIONS

This card must be properly executed and signed and sent to the appropriate Land Offi of the Bureau of Land Management. It *must* be accompanied by two separate rem tances——one for $10 for the filing fee the other for the 1st year's rental at 50¢ per acre fraction thereof. Advance rental *must* be made by cash, certified check, bank cashie check, money order, or bank draft. Only one parcel may be included on a drawing card.

OTHER PARTIES IN INTEREST

NOTE: Compliance must be made with the provisions of 43 CFR 3123.2

LEASE TERMS

Section 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.
(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, for 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.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the proper office, or at such other 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 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 quantity of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lesser relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas leases 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) *Restored 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, mineral resources and improvements.*—To take such reasonable steps as may be needed to prevent operations [illegible] Bearing on controlling [illegible] and form a part of [illegible]

(r) *Pollution.*—To take such reasonable steps as may be needed to prevent (1) polluting the waters of reservoirs, springs, streams or wells, (2) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements which are owned by the United States or by its grazing permittees or lessees, and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(s) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by regulations.

(t) *Deliver premises in case of 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 permit joint or several use easements of 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 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 gas 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 or from any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking royalties in amount or in value of production.*—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, 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 or State laws, and regulations issued thereunder, or lawful agreements among operators regulating prospecting, drilling or production or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency authorized in the unit plan, may alter or modify from time to time the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of leases.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of leases.*—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, provided, however, 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 observance of any of the terms hereof (other than 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, equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased lands 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 or 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(e)(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 [illegible] and form a part of [illegible]

[redacted] [redacted] V 49 [redacted]

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provide for restoration of the surface.

Robert J. Connaughan — 3/22/67

(Signature) (Date)

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV - 7 1977
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

923b
W 4982

FORREST SERVICE STIPULATIONS

The E½NE¼ Sec. 22 and the NW¼NW¼ Sec. 23 is included in the Cliff Creek Administrative Site which has been developed and is being used by the Forest Service. No occupancy of the surface is authorized by this lease. The lessee, however, is authorized to employ directional drilling to exploit the oil and gas resources provided that such drilling will not disturb the surface of the area or otherwise interfere with the use being made of it.

3/22/67
Date

Robert J. Conaway
Signature

CERTIFIED
to be a true and comparative copy
of official records on file
NOV - 7 1977
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Form 3103–2
(October 1964)
(formerly 4–216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as amended (48 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV - 7 1977
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

exercise of the privileges authori by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(5) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(6) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(7) If lessee or , mittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in in a neat and sanitary condition.

(8) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(10) To address all matters relating to this stipulation to

FOREST SUPERVISOR
[illegible] NATIONAL FOREST
at [illegible]

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municipal watershed, or are, in the opinion of the authorized representative of the Secretary of Agriculture, primarily valuable for watershed protection, the lessee or permittee shall reseed or otherwise restore the vegetative cover, as required by the authorized representative of the Secretary of Agriculture, for watershed protection and erosion prevention on any areas damaged because of the operation.

(Signature of Lessee)

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV - 7 1977
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

[redacted] FILE COPY

[redacted] DEPARTMENT OF THE [redacted] R
BUREAU OF LAND MANAGEMENT

Serial No.
W-20136

LAND OFFICE [redacted]
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1826 10

RAINBOW RESOURCES, INC.
10 Lakeside Lane, Suite 900
4704 Harlan Street
Denver, Colorado 80212

Dec 19 1980 8:00A
60 00 Fee
BOOK 438
COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 12.5% percent of record title of the above designated oil and gas lease issued effective *Date* 04-01-67, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment: *(If Ctr R Unit Area)*

Township 38 North, Range 114 West
Section 3: S½SE¼
Section 10: SE¼
Section 15: E½
Section 22: NE¼

Containing 720 acres more or less, Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions: specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st. day of May, 19 79
ATTEST:

(Assignor's Signature)
Assistant Secretary

BY: Frank R. Moulton
(Assignor's Address)
Frank R. Moulton, Jr., Vice President
1100 Milam Building
Houston, Texas 77002
(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 David N. Anthony
(Authorized Officer)
ACTING Chief, Oil & Gas Section
(Title)

SEP 6 1979
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106*

WY-1039

CLIFF CREEK PROSPECT

for Claimant

438

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 15th day of June, 1979

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

United States any false, fictitious, or fraudulent statements or representations as to any matter [illegible]

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared .....

.....

and .....

....., to me known to be the identical person..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public

STATE OF TEXAS
COUNTY OF HARRIS } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On May 1, 19 79, before me personally came the above named Francis R. Moulton, Jr. (who being by me duly sworn, did say that he is the Vice President of Texasgulf, Inc. a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said [illegible] executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by [illegible] its Board of Directors or by authority of its By-Laws.

My Commission Expires 3-23-80

Dorothy C. Bonnie
Notary Public
Residing at

DOROTHY C. BONNIE
Notary Public in and for Harris County, Texas
My Commission Expires March 23, 1980

Form 3106-
(February [redacted]
PACSIMILE R[redacted]ON by
Tulsch's Inc., Denver-[redacted]

UNITED STATES
DEPAR[redacted]NT OF THE I[redacted]
BUREAU OF LAND MANA[redacted]

[redacted]PROVED
O[redacted]42-R150[redacted]

Serial No. W-20136

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

SEE ATTACHED RIDER 182601

1.

Dec 19 1980 8:00 A.M.
60 Ord PAGE 440
Fees 16.00 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)* April 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

Township 38 North, Range 114 West
Section 3: S½SE¼
Section 10: SE¼
Section 15: E½
Section 22: NE¼

Containing 720.00 acres, more or less
Sublette, County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 87.5%

4. What part of the record title interest is being retained by assignor(s)? 12.5%

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? *(Percent only)* 3.5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of June, 19 76

ATTEST:

[redacted]
(Assignee's Signature)
Assistant Secretary

RAINBOW RESOURCES, INC.

[redacted]
(Assignor's Address)
Charles A. Shear, Vice-President
#10 Lakeside Lane, 4704 Harlan Street
Denver, Colorado 80212
(City) (State) (Zip C

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 1976

By [redacted]
(Authorized Officer)

Chief, Oil & Gas Section

NOV 4 1976
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official in accordance with the provisions of 43 CFR 3106*

FOR CLAIMANT

GREEN CREEK AREA

WY-1039

4/91

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF Jefferson } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On June 22nd, 1976, before me personally came the above named Charles A. Shear (who being by me duly sworn, did say that he is the Vice-President of Rainbow Resources, Inc. corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice- President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: March 31, 1980

Penny M. McIver

Notary Public Penny M. McIver
Residing at: Denver, Colorado

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS
(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 310

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, *if any*, must be filed no later than fifteen (15) days after filing assignment.

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership
305 Goodstein Building
Casper, Wyoming 82601 - 25.0%

FARMLAND INTERNATIONAL ENERGY COMPANY
1212 First City East Building
Houston, Texas 77002 - 25.0%

BARBER OIL EXPLORATION, INC.
2627 Tenneco Building
Houston, Texas 77002 - 12.5%

TEXASGULF, INC.
1100 Milam Building, Suite 3000
Houston, Texas 77002 - 12.5%

G S OIL & GAS CO. (1976), a partnership
55 Broad Street
New York, New York 10004 - 12.5%

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 ☒ Partnership
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 246,0 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio in each leasing district in Alaska.

Partnership Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme is approved by the Authorized Officer of the Bureau of Land Management.

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 unde signed's knowledge and belief and are made in good faith.

Executed this 20th day of September , 1976

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP,

BY: RAINBOW RESOURCES, INC.

(Assignee's Signature)

A General Partner

Charles A. Shear, Vice President
305 Goodstein Building
Casper, Wyoming 82601

(Address, include zip code)

Original Assignee's Request For Approval of Assignment for Rainbow Resources, Inc. Exploration Partnership, 1976 attached to W-4982 for the following leases:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-18102
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20138
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

W-45869
W-14188
W-22096
W-33565
W-16168

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in M-065500

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 19 76

FARMLAND INTERNATIONAL ENERGY COMPANY

(Assignee's Signature)

Jim H. Graham, Vice-President
1212 First City East Building
Houston, Texas 77002

Original Assignee's Request for Approval of Assignment for Farmland International Energy Company attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3410
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
W-03206-38

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-20182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
W-16678

W-31989
W-41394
W-45368
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45362
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-10

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

PART II 945

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] Partnership
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,08[illegible] chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

Partnership Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

G S OIL & GAS CO. (1976)

(Assignee's Signature)

55 Broad Street
New York, New York 10004

Original Assignee's Request for Approval of Assignment for G S Oil & Gas Co. (1976) attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30133
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-28182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
W-22096
[redacted]

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12347
W-34683
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-100

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

[redacted]

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation

Corporate Qualifications filed in W-830

4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

BARBER OIL EXPLORATION, INC.

(Assignee's Signature)

W. P. Goodson, Vice-President

1100 MILAM BUILDING — SUITE 2730
HOUSTON, TEXAS 77002

Original Assignee's Request for Approval of Assignment for Barber Oil Exploration, Inc. attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-20182
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45362
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

W-33565

W-45869
W-33132
W-0320680

W-14188
W-22096

447

182635 CES 2-70

ASSIGNMENT OF OVERRIDING ROYALTY

IN THE MATTER OF OIL AND GAS LEASE

SERIAL NO. 75-93757

RECORDED Dec 22 1980 8:00 A.M.
IN BOOK 60 Misc PAGE 447
FEES 4.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Eskuche

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, TECKLA PRODUCTIONS, INC., P.O. Box 61, Bakersfield, CA 93302 by virtue of an agreement or assignment dated the 1st day of February, 1978, between Teckla Productions, Inc. and Northern Natural Gas Company and recorded in the Office of the County Clerk of the County of Sublette, State of Wyoming, is the owner of an overriding royalty of Two and One-Half per cent (2½ %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to wit:

T. 28 N., R. 105 W., 6th P.M.
Sec. 16: W½

Containing a total of 320.00 acres, more or less.

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Wyoming Serial No. 75-93757.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other goods and valuable considerations in hand paid by CES OIL OPERATIONS, INC. of P.O. Box 6438, Incline Village, NV 89450 hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by TECKLA PRODUCTIONS, INC., hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee ALL (ALL) of the aforementioned overriding royalty, and being Two and One-Half per cent (2½ %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, it's heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that it is the lawful owner of the interest hereby transferred and assigned; that it has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 1st day of December, 1980

TECKLA PRODUCTIONS, INC.

C. E. Strange

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.

ON December 1 1980

before me, the undersigned, a Notary Public in and for said State, personally appeared

C. E. Strange
President
Teckla Productions, Inc.

of the , known to me to be the

the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

BETTY J. SLICK
Notary Public
California
Bond Filed in
Kern County
Comm. Exp. 10/2/81

Betty J. Slick
Notary Public in and for said State.

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

The undersigned, CHORNEY OIL COMPANY, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, CO 80295, as assignor, FOR VALUE RECEIVED, hereby assigns and conveys to HAWTHORN OIL COMPANY, P.O. Box 2693, Casper, WY 82601, 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:

W-7419-B
W-7420-B

RECORDED December 31, 1980 5:02 P.M.
IN BOOK 64 PAGE 448
FEE $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 29th day of October, 19 80.

CHORNEY OIL COMPANY

ATTEST:

Asst. Secretary

BY: Sam T. Boltz
Assignor
Sam T. Boltz, Vice President

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Sam T. Boltz, as Vice President of CHORNEY OIL COMPANY this 29th day of October, 19 80.

Witness My Hand and Official Seal.

My Commission Expires:
3-7-84

Rhonda E. Carey
Notary Public

EXHIBIT "A"

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
IN OIL AND GAS LEASES

LEASE NO. AND DATE	DESCRIPTION	PERCENT OF ROYALTY BEING ASSIGNED
W-7419-B 9/1/67	T34N-R114W - Sublette Co. Sec. 13: W½ Containing 320.00 acres, m/l	3-3/4%
W-7420-B 9/1/67	T34N-R114W - Sublette Co. Sec. 14: All Containing 640.00 acres, m/l	4%

Producers 88 Spec.– O
Wyoming

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 20th day of November 80

Dick Lozier and Donna J. Lozier, husband and wife;
Star Route P.O. Box 320
Walden, Colorado 80480

of

Thomas F. Stroock
of P.O. Box 2875 Casper, Wyoming 82602

WITNESSETH: That the lessor, for and in consideration of ----------Ten and Other----------

($ 10.00+ ...), cash in hand paid, receipt of which is hereby acknowledged, ... of ... be paid, kept and performed, has granted, demised, leased and let, and by these presents ... right of mining, exploring by geophysical and other methods, and operating for and ... telephone and telegraph lines, and building tanks, power stations, gasoline plants, ... and the exclusive right of injecting water, brine and other fluids into subsurface ... necessary, incident to, or convenient for the economical operation alone, or conjointly ... head gas, casinghead gasoline and the injection of water, brine and other fluids ... subsurface ...

Sublette

Township 32 North, Range 108 West
Section 3: E½SE¼, E1/3W½SE¼
Section 10: E1/3NW¼NE¼, NE¼NE¼
Section 11: W½

RECORDED December 22 1980 8:00 A.M.
IN BOOK 66 Misc PAGE 450
FEES $6.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kathy Dorothy McClure

480.02

DLX of Section XXX Township XXX Range Five XXX and ...
DLX It is agreed that this lease shall remain in force for a term of ten years from this date, and ... of them is produced from said leased premises, or drilling operations are continued as hereinafter ... is not being produced on the leased premises but lessee is then engaged in drilling operations ... continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may ... the leased premises, or at the lessee's option, may pay to the lessor for such one eighth royalty ... oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of ... sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while ... lessor to have gas free of charge from any gas well on the leased premises for stoves and ... nections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or ... well for the gas so used, for the time during which such gas shall be used, said payments ...

If no well be commenced on said land on or before one year from the date hereof, ... shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Rock Springs, Wyoming 82901, or its successors, which shall ... sum of Four Hundred Eighty and 02/100---------- privilege of deferring the commencement of a well for twelve months from said date. In like ... be further deferred for like periods of the same number of months successively. All payments ... mailed or delivered on or before the rental paying date. It is understood and agreed that the ... ilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of ...

Should the first well drilled on the above described land be a dry hole, then, and in that event, ... from the expiration of the last rental period for which rental has been paid, this lease shall terminate ... twelve months shall resume the payment of rentals in the same amount and in the same manner ... the payment of the rentals, as above provided, that the last preceding paragraph hereof ... just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described ... released, shall cease and determine. In the event of a partial release, the annual delay rental ...

No part of the surface of the leased premises shall, without the written consent of the ... tion, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or ... adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided ... shall be paid the lessor only in proportion which his interest bears to the whole and undivided ...

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land ...

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises ...

DLX DLX Lessee shall pay for damages caused by its operations ~~to growing crops~~ on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on ...

If the estate of either party hereto is assigned or sublet, and the privilege of assigning ... covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators ... lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability ... the lease, either express or implied. No change in the ownership of the land or assignment of rent ... furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed ... above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part ... of the rents due from him or them, such default shall not operate to defeat or affect this lease ... or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee ... in a recordable instrument to be filed with the lessee, a common agent to receive all payments ... parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that ... mortgage, taxes or other liens on the above described lands in the event of default of payment ... hereby agrees that any such payments made by the lessee for the lessor may be deducted ... of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, ... nated, in whole or in part, nor lessee held liable in damages, for failure to comply ... Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may ... bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land ... lessors not execute this lease, it shall nevertheless be binding upon the party or parties ...

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, ... the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such ... covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, ... production allocated pursuant to the unit plan to said land; and the drilling or completion or ... a plan shall be construed and considered as the drilling or completion or continued operation of a well ...

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby ... exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for ...

In Testimony Whereof, We Sign, as of the day and year first above written
In the Presence of:

X Dick Lozier
Dick Lozier

X Donna J. Lozier
Donna J. Lozier

457

STATE OF Colorado
COUNTY OF Jackson } 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 80 personally appeared Dick Lozier and Donna Jo Lozier, 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 March 24, 1981

Notary Public.

Residing at [illegible]

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19___, personally appeared _____ and _____, to me known to be the identical person. ___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ___ duly executed the same as ___ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Residing at _____

State of _____
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19___, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19___

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

Dated _____

No. Acres _____ County _____

Term _____

This instrument was filed for record on the _____ day of _____, 19___, at _____ o'clock ___ M., and duly recorded in Volume ___ Page ___ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to _____

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec. U
Wyoming

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 21st day of November 80

Floyd E. Bousman and Margaret J. Bousman, husband and wife;
P.O. Box 98
Boulder, Wyoming 82923

of

Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602

of

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other——————

($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, [illegible] be paid, kept and performed, has granted, demised, leased and let, and by these presents [illegible] right of mining, exploring by geophysical and other methods, and operating for and [illegible] telephone and telegraph lines, and building tanks, power stations, gasoline [illegible] and the exclusive right of injecting water, brine and other fluids into subsurface [illegible] necessary, incident to, or convenient for the economical operation alone, or conjointly with [illegible] head gas, casinghead gasoline and the injection of water, brine and other fluids [illegible]

Sublette

Township 32 North, Range 108 West
Section 22: N½

[illegible] Dec '43 1380 $100 A.M.
[illegible] 66 A.M.
[illegible] 46 Book 4 Page 452
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stevens

320.00

of Section XXX Township XXX Range XXX and [illegible]

EEK 11-12-80

It is agreed that this lease shall remain in force for a term of five years from this date, and [illegible] of them is produced from said leased premises, or drilling operations are continued as hereinafter [illegible] is not being produced on the leased premises but lessee is then engaged in drilling operations, [illegible] continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect [illegible] the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty [illegible] oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of [illegible] sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while [illegible] lessor to have gas free of charge from any gas well on the leased premises for stoves and inside [illegible] nections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or [illegible] well for the gas so used, for the time during which such gas shall be used, said payments to be [illegible]

If no well be commenced on said land on or before one year from the date hereof, this lease shall [illegible] shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository [illegible] said land, the sum of Three Hundred Twenty and 00/100—————— privilege of deferring the commencement of a well for twelve months from said date. In like manner [illegible] be further deferred for like periods of the same number of months successively. All payments or [illegible] mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration [illegible] ilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending [illegible]

Should the first well drilled on the above described land be a dry hole, then, and in that event if [illegible] from the expiration of the last rental period for which rental has been paid, this lease shall terminate [illegible] twelve months shall resume the payment of rentals in the same amount and in the same manner [illegible] the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing [illegible] just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described [illegible] released, shall cease and determine. In the event of a partial release, the annual delay rental shall be [illegible]

No part of the surface of the leased premises shall, without the written consent of the lessor, be used [illegible] tion, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or pipelines [illegible] adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee [illegible] shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations [illegible]

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without [illegible]

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises [illegible]

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting [illegible] covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators [illegible] lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to [illegible] the lease, either express or implied. No change in the ownership of the land or assignment of rentals [illegible] furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that [illegible] above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts [illegible] of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far [illegible] or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payment [illegible] in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, [illegible] parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee, at [illegible] mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and [illegible] hereby agrees that any such payments made by the lessee for the lessor may be deducted from any [illegible] of this lease.

All express or implied covenants of this lease shall be subject to all Federal and state laws, executive orders, rules or regulations [illegible] nated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in a regularly [illegible] bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land or lease fail or refuse to execute this lease, it shall nevertheless be binding upon the party or parties executing the same whether all lessors not execute this lease.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any cooperative or unit plan of development or operation approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such plan upon request of lessee, including a [illegible] covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the [illegible] production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation [illegible] a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms [illegible] the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is executed hereunder.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Floyd E. Bousman

Margaret J. Bousman

SEAL

452

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 21st day of November 1980 personally appeared Floyd E. Bousman

and Margaret J. Bousman, husband and wife

to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires PETER L WOLD - Notary Public County of Natrona State of Wyoming My Commission Expires Sept. 15, 1984

Peter L Wold
Notary Public.

Residing at Casper, Wyo

STATE OF }
COUNTY OF } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 personally appeared

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 21st day of November 80

Bousman Livestock, Inc., a Wyoming corporation;
P.O. Box 98
Boulder, Wyoming 82923

of

Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602

of

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other——————

($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and

be paid, kept and performed, has granted, demised, leased and let, and by these presents does

right of mining, exploring by geophysical and other methods, and operating for and producing

telephone and telegraph lines, and building tanks, power stations, gasoline plants,

and the exclusive right of injecting water, brine and other fluids into subsurface strata, and

necessary, incident to, or convenient for the economical operation alone, or conjointly with

head gas, casinghead gasoline and the injection of water, brine and other fluids

Sublette

Township 32 North, Range 108 West
Section 13: NE¼, NW¼NW¼

182639

Dec 23 1980 at 8:00 A.M.
Book 60 of M-S PAGE 434
Fee $6.00 Lou J. Yoh COUNTY CLERK
SUBLETTE COUNTY CLERK

200.00

of Section XXX Township XXX Range XXX and

It is agreed that this lease shall remain in force for a term of five years from this date,
of them is produced from said leased premises, or drilling operations are continued as hereinafter
is not being produced on the leased premises but lessee is then engaged in drilling operations,
continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect
the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty,
oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of
sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and
lessor to have gas free of charge from any gas well on the leased premises for stoves and inside
nections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or
well for the gas so used, for the time during which such gas shall be used, said payments

If no well be commenced on said land on or before one year from the date hereof,

shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Rock Springs,
Wyoming 82901, or its successors, which shall continue as the

sum of Two Hundred and 00/100——————— Dollars, which shall cover the
privilege of deferring the commencement of a well for twelve months from said date. In like manner and
be further deferred for like periods of the same number of months successively. All payments or tenders
mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration
ilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option

Should the first well drilled on the above described land be a dry hole, then, and in that event,
from the expiration of the last rental period for which rental has been paid, this lease shall terminate
twelve months shall resume the payment of rentals in the same amount and in the manner
the payment of the rentals, as above provided, that the last preceding paragraph hereof
just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, and
released, shall cease and determine. In the event of a partial release, the annual delay rental

No part of the surface of the leased premises shall, without the written consent of the lessee,
tion, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment
adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided
shall be paid the lessor only in proportion which his interest bears to the whole and undivided

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said

If the estate of either party hereto is assigned or sublet, and the privilege of assigning
covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators
lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability
the lease, either express or implied. No change in the ownership of the land or assignment of rentals
furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed
above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts
of the rents due from him or them, such default shall not operate to defeat or affect this lease
or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may
in a recordable instrument to be filed with the lessee, a common agent to receive all payments due
parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the
mortgage, taxes or other liens on the above described lands in the event of default of payment by
hereby agrees that any such payments made by the lessee for the lessor may be deducted from
of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws,
nated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if
Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit
bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not
lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof,
the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any
covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above,
production allocated pursuant to the unit plan to said land; and the drilling or completion or
a plan shall be construed and considered as the drilling or completion or continued operation of a

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby
exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Floyd E. Bousman, President

SEAL

STATE OF)
) ss.
COUNTY OF)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State on this day of _____, 19____ personally appeared _____ and _____, to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Residing at _____

STATE OF _____)
) ss.
COUNTY OF _____)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19____ personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Residing at _____

State of Wyoming)
) ss.
County of Sublette)

ACKNOWLEDGMENT (For use by Corporation)

On this 21st day of November, A. D. 19 80, before me personally appeared Floyd E. Bousman, to me personally known, who, being by me duly sworn, did say that he is the President of Bousman Livestock, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Floyd E. Bousman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of November A. D. 19 80

PETER I. WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

(SEAL)

My Commission expires _____

Peter I. Wold
Notary Public.

No. _____

FROM _____

TO _____

Dated _____

No. Acres _____ County _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to _____

KINTZEL BLUE PRINT CO., CASPER, WYOMING

AH-W-011
Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 4th **day of** December , 19 80 **by and between**

John F. Vible and Elva Louise Vible, husband and wife;
537 North Franklin Ave.
of Pinedale, Wyoming 82941 , **hereinafter called lessor (whether one or more) and**
Thomas F. Stroock
P. O. Box 2875 Casper, Wyoming 82602
of , **hereinafter called lessee**

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other—————— **DOLLARS**
($10.00+), **cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of**

Sublette , **State of** Wyoming **described as follows, to-wit**

192640

Legal description attached to and made a part hereof

RECORDED Dec 22 1980 840M
IN BOOK 60 D+S PAGE 456
FEES 9.00 Lois J. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McElvain

of Section XXX **Township** XXX **Range** XXX **and containing** 2463.55 **acres, more or less.**

It is agreed that this lease shall remain in force for a term of five **years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.**

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal 15.25% **part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.** 15.25% G.S.U. 15.25% G.S.U.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense. G.S.U. 15.25%

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National **Bank at** Rock Springs, Wyoming 82901 , **or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of** Two Thousand Four Hundred Sixty Three and 55/100 **DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.**

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

G. S. U. **No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.**

Lessee shall pay for damages caused by its operation ~~to growing crops~~ on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

G. S. U. **Lessor hereby ~~warrants and agrees to defend the title to the lands herein described, and~~ agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.**

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

G. S. U. ~~**Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land, and the drilling or completion or continued operation of a well on any portion of the area included within such plan shall be considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.**~~

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

John F. Vible (SEAL)

(SEAL)

Elva Louise Vible (SEAL)

Elva Louise Vible (SEAL)

(SEAL)

456

457

STATE OF Wyoming
COUNTY OF Sublette } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, Peter I. Wold a Notary Public, in and for said County and State on this 4 day of December, 1980 personally appeared John F. Vible and Elva Louise Vible, 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 Sept. 15, 1984

PETER I. WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF
COUNTY OF

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 personally appeared and to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

State of }
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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

RIDER

Legal description attached to the oil and gas lease dated December 4, 1980, by and between John F. Vible and Elva Louise Vible, husband and wife, Lessors, and Thomas F. Stroock, Lessee, covering the following described land in Sublette County, Wyoming:

Township 31 North, Range 108 West 6th P.M.
Section 4: Lots 2, 3, 4
Section 5: Lot 4, $SW\frac{1}{4}NW\frac{1}{4}$
Section 6: Lots 1, 2, 5, 6, 7, 12, 13, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 7: Lots 1, 2, $NW\frac{1}{4}NE\frac{1}{4}$

Township 32 North, Range 108 West 6th P.M.
Section 21: $E\frac{1}{2}$
Section 28: $E\frac{1}{2}$
Section 33: $E\frac{1}{2}$, $SW\frac{1}{4}$
Section 34: $SW\frac{1}{4}$ except that part lying North and West of the East Fork River

Township 31 North, Range 109 West 6th P.M.
Section 1: Lot 5, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 11: $E\frac{1}{2}NE\frac{1}{4}$
Section 12: Lots 1, 2, 3, 4, $NW\frac{1}{4}NW\frac{1}{4}$

Containing 2,463.55 acres, more or less

Signed for Identification

John F. Vible

Elva Louise Vible

John F. Vible

Elva Louise Vible

Form TA-21 ([redacted] OKLA. - KAN. - COLO.
& Other Rocky Mt. States
AH-W-011

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated December 4, 1980 **, from** John F. Vible and Elva Louise Vible, husband and wife; **, as Lessors, to** Thomas F. Stroock **,as Lessee, recorded in Book_____, Page_____, of the_____ Records of_____ County,_____, is owned by** Thomas F. Stroock **in so far as it covers the following described land in** Sublette **County,** Wyoming **, to-wit:**

Legal description attached to and made a part hereof

182611 FILED Dec 22 1980 8:40 A.M.
IN BOOK 60 Misc PAGE 459
FEES 9.00 Lois J Hebb COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we John F. Vible and Elva Louise Vible

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Thomas F. Stroock **subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:**

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
John F. Vible Elva Louise Vible	537 N. Franklin Ave. Pinedale, Wyoming	Rock Springs National Bank Rock Springs, Wyoming 82901	$1,727.52

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 12th day of December, 1980

John F. Vible (Seal)

(Seal)

Elva Louise Vible (Seal)

(Seal)

(Seal)

(Seal)

1160

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of December, 1980, personally appeared John F. Vible

and Elva Louise Vible, husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

PETER I. WOLD - Notary Public
County of Natrona
Wyoming
My Commission Expires Sept. 15, 1984

My Commission Expires September 15, 1984

Peter I. Wold
Peter I. Wold Notary Public.

State of }
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.
My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO

Dated 19

No. Acres

County,

Term

This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

RIDER

Legal description attached to the oil and gas lease dated December 4, 1980, by and between John F. Vible and Elva Louise Vible, husband and wife, Lessors, and Thomas F. Stroock, Lessee, covering the following described land in Sublette County, Wyoming:

Township 31 North, Range 108 West 6th P.M.
Section 4: Lots 2, 3, 4
Section 5: Lot 4, $SW\frac{1}{4}NW\frac{1}{4}$
Section 6: Lots 1, 2, 5, 6, 7, 12, 13, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 7: Lots 1, 2, $NW\frac{1}{4}NE\frac{1}{4}$

Township 32 North, Range 108 West 6th P.M.
Section 21: $E\frac{1}{2}$
Section 28: $E\frac{1}{2}$
Section 33: $E\frac{1}{2}$, $SW\frac{1}{4}$
Section 34: $SW\frac{1}{4}$ except that part lying North and West of the East Fork River

Township 31 North, Range 109 West 6th P.M.
Section 1: Lot 5, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 11: $E\frac{1}{2}NE\frac{1}{4}$
Section 12: Lots 1, 2, 3, 4, $NW\frac{1}{4}NW\frac{1}{4}$

Containing 2,463.55 acres, more or less

Signed for Identification

John F. Vible

John F. Vible

Elva Louise Vible

Elva Louise Vible

462

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
(United States Oil and Gas Lease)

FOR VALUE RECEIVED, the undersigned, ROBERT W. SCOTT,

whose address is 1275 Lupine Way, Genesee, Golden, CO 80401,

does hereby assign, transfer, convey, and set over to R. K. O'CONNELL,

whose address is P. O. Box 2003, Casper, WY 82602,

an overriding royalty consisting of Three and one-half percent (3½%)

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-20524 dated the 1st day of April, 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 27 North, Range 109 West, 6th P.M.

Sec. 5: SW¼, NW¼SE¼, S½SE¼

Containing 280.00 acres m/l

This assignment is made without warranties of title express or implied and shall be binding upon the undersigned, as assignor, and the person to whom the assignment is made, as assignee, and their respective heirs, personal representatives, successors, and assigns.

Dated and signed this 12th day of December, 19 1980.

182675

RECORDED Dec 29 1980 9:30 A.
BOOK 60 Oil 462
RES 4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

Robert W. Scott
Assignor ROBERT W. SCOTT

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by ROBERT W. SCOTT

this 12th day of December, 19 80.

Witness my hand and official seal.

My commission expires:

3-7-84

Rhonda E. Curry
Notary Public

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 20th day of November 80 by and between
Robert G. Lozier and Alice Lozier, husband and wife;
P.O. Box 85
Boulder, Wyoming 82923
of , hereinafter called
Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602
of , hereinafter called

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other—————— DOLLARS
($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants 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, for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and gas, casinghead gas and casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and caring for employees, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring lands, for the production, saving and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situate in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 32 North, Range 108 West
Section 4: W½SE¼,
Section 9: N½NE¼

Dec 29 1980 1:30 P
BOOK 60 Rec'd PAGE 463
Fee $6.00 Lois Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

376

containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of XXX years from this date, and as long thereafter as oil or gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline or dry commercial gas, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Sixty and 00/100—————— DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made to the depository or to the lessor 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 cash payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. It is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be proportionately reduced.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted or leased by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used in exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the consent of the lessee.

Lessee shall pay for damages caused by its operation ~~to growing crops~~ on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting is hereby expressly granted, the covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing under any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties hereunder shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event that this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it pertains to the part of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof until and unless all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute all division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in said county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and committed to the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on the portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Robert G. Lozier (SEAL)
Robert G. Lozier

(SEAL)

Alice Lozier (SEAL)
Alice Lozier

(SEAL)

(SEAL)

(SEAL)

163

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 21 day of _____, 1980, personally appeared Robert G. Lozier

and Alice Lozier, husband and wife

_____, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Sept 15 1984

PETER I. WOLD - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept 15 1984

Peter I. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF _____ } ss
COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19___, personally appeared _____

and _____

_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Residing at _____

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19____

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19___

No. Acres _____

County _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

County Clerk.

By _____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec. ...
Wyoming

OIL AND GAS LEASE

KIRTLEY BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 11th day of December, A.D. 80 by and between

Herman A. Genetti and Imogene Genetti, husband and wife;
Route # 2 P.O. Box 11
of Pinedale, Wyoming 82941
Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming
of

, hereinafter called lessor (whether one or more) and

, hereinafter called lessee.

WITNESSETH: That the lessor, for and in consideration of ----------Ten and Other---------- DOLLARS

$ 10.00+ , cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, for the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette , State of Wyoming, described as follows, to-wit:

Township 32 North, Range 108 West 6th P.M.
Section 22: $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

182677

Dec 29 1980 9:30 A.
60 Lease
Page 465
6.00 Lucy Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Deline

H.G. AG

of Section XXX Township XXX Range Five XXX and containing 240.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of [redacted] years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Two Hundred Forty and 00/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Herman A. Genetti (SEAL)
Herman A. Genetti

Imogene Genetti (SEAL)
Imogene Genetti

(SEAL)

(SEAL)

465

STATE OF Wyoming
COUNTY OF Sublette } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, Peter I. Wold, a Notary Public, in and for said County and State, on this 11th day of December, 1980 personally appeared Herman A. Genetti and Imogene Genetti, 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 September 15, 1984

PETER I. WOLD - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold Notary Public.

Residing at Casper, Wyoming

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19___, personally appeared _____ and _____, to me known to be the identical person___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ___ duly executed the same as ___ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Residing at _____

State of _____
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19___, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19___

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____

No. Acres _____

_____ County.

Term _____

This instrument was filed for record on the _____ day of _____, 19___, at _____ o'clock ___M., and duly recorded in Volume ___ Page ___ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec. - (
Wyoming

OIL AND GAS LEASE

KINGZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 10th day of December 1980 by and between
Robert L. Hittle and Mary Anne Hittle, husband and wife;
P.O. Box 405
Pinedale, Wyoming 82941
of , hereinafter called lessor (whether one or more) and
Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602
of , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other—————— DOLLARS
($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

18678

Township 32 North, Range 108 West
Section 3: Lots 1, 2, 4, $S\frac{1}{2}N\frac{1}{2}$
Section 4: Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$

RECORDED Dec 29 1980 9:30 A.M.
IN BOOK 60 O & G PAGE 467
FEES 6.00 Lou J Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKee

MAH
R1A

of Section XXX Township XXX Range XXX and containing 341.17 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XX~~ five years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Forty One and 17/100—————— DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from well's of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Robert L Hittle (SEAL)
Robert L. Hittle

(SEAL)

Mary Anne L. Hittle (SEAL)
Mary Anne Hittle

(SEAL)

(SEAL)

(SEAL)

467

STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME Peter I. Wold a Notary Public, in and for said County and State, on this day of December, 19 80 personally appeared Robert L. Hittle

and Mary Anne Hittle, husband and wife

to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Sept 15, 1984

PETER I. WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold Notary Public.

Residing at Casper, Wyoming

STATE OF
COUNTY OF

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared

and

to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

State of }
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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec.— (
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 11th day of December, 19 80 by and between

Connie McKinsey, a widow;
Boulder, Wyoming 82923

of , hereinafter called lessor (whether one or more) and

Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602

of , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other—————— DOLLARS

($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

Township 32 North, Range 108 West 6th P.M.
Section 3: Lots 1, 2, 4, $S\frac{1}{2}N\frac{1}{2}$
Section 4: Lot 4, $SE\frac{1}{4}NE\frac{1}{4}$

182679

RECORDED Dec 29 1980 9:30 AM
BOOK 60 D & T PAGE 469
6th P.M. Lois Yoke COUNTY CLERK
By Deputy COUNTY CLERK
By Dorothy Mathews

of Section XXX Township XXX Range Five XXX and containing 341.17 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Forty one and 17/100—————— DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Connie McKinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

469

STATE OF Wyoming
COUNTY OF Sublette } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, Peter I. Wold, a Notary Public, in and for said County and State on this 11 day of December, 1980, personally appeared Connie McKinsey, a widow;

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires September 15, 1984

PETER I. WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF
COUNTY OF } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

AA-W-010
Producers 88 Spec. (
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 21st day of November, 19 80 by and between

Finis N. Mitchell and Emma N. Mitchell, husband and wife;
422 M Street
Rock Springs, Wyoming 82901
of , hereinafter called lessor (whether one or more) and
Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602
of , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and Other---------- DOLLARS ($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

182630

RECORDED Dec 29 1980 2:30 P M
IN BOOK 60 Deed
PAGE 471
COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKinnon

Township 32 North, Range 108 West
Section 26: $N\frac{1}{2}S\frac{1}{2}$
Section 27: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 34: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

E.M. FM

of Section XXX Township XXX Range XXX and containing 520.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five ~~(10)~~ (5) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

E.M. FM

In consideration of the premises the said lessee covenants and agrees: to ~~1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may~~ pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day ~~the~~ oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Security Bank at Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Five Hundred Twenty and 00/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor

E.M FM

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation ~~to growing crops~~ on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

E.M FM

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

E.M FM

Lessor hereby ~~warrants and agrees to defend the title to the lands herein described~~, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

E.M FM

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

~~Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.~~

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Finis N. Mitchell (SEAL)
Finis N. Mitchell

Emma N. Mitchell (SEAL)
Emma N. Mitchell

(SEAL)

(SEAL)

(SEAL)

4 91

STATE OF Wyoming
COUNTY OF Sweetwater } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, Peter I. Wold, a Notary Public, in and for said County and State, on this 9 day of December, 1980 personally appeared Finis N. Mitchell and Emma N. Mitchell, 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 Sept. 15, 1984

PETER I. WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Peter I. Wold Notary Public.
Residing at Casper, Wyoming

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19___, personally appeared _____ and _____, to me known to be the identical person___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that___ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Residing at _____

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19____

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____
FROM _____
TO _____
Dated _____
No. Acres _____ County _____
Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ___M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.
By _____ Deputy.

When recorded return to _____

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of December, 19 80 by and between
Lester William Anderson, a.k.a. Lester Anderson and Grace B. Anderson, husband and wife;
Richard D. Wilson and Nan C. Wilson, husband and wife;
of P.O. Box 88, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoming 82602, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and Other---------- DOLLARS ($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

221121

Legal description attached to and made a part hereof

Dec 29 1980 9:30 AM
60 G&L PAGE 473
8 22 Lois J Hale COUNTY CLERK
SUBLETTE COUNTY CLERK

N.C.W.
R.D.W.

of Section XXX Township XXX Range Five XXX and containing 757.63 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Fifty Seven and 63/100----------DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing under any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Richard D. Wilson
Richard D. Wilson

Nan C. Wilson
Nan C. Wilson

Lester William Anderson
Lester William Anderson (SEAL)

(SEAL)

(SEAL)

Grace B. Anderson
Grace B. Anderson (SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, Peter I. Wold, a Notary Public, in and for said County and State, on this 19 day of December, 1980 personally appeared Lester William Anderson a.k.a. Lester Anderson, and Grace B. Anderson, 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 September 15, 1984

PETER I. WOLD - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF Wyoming
COUNTY OF Fremont } 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 20 day of December, 19 80 personally appeared Richard D. Wilson and Nan C. Wilson, 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 My Commission expires March 14, 1981

Mary L. Johnson Lindsey
Notary Public.

Residing at Ruerton, Wyo. 82501

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Acreage description of oil and gas lease dated December 19, 1980, by and between Lester William Anderson a.k.a. Lester Anderson and Grace B. Anderson, husband and wife, and Richard D. Wilson and Nan C. Wilson, husband and wife, Lessors, and Thomas F. Stroock, Lessee:

Township 32 North, Range 108 West 6th P.M.

Section 22: $S\frac{1}{2}SE\frac{1}{4}$

Section 26: Part of the $N\frac{1}{2}N\frac{1}{2}$, described as follows: Beginning at the NW corner of Section 26, and proceeding thence Southerly along the West line of said Section 26 a distance of 1013 feet; thence, proceeding Easterly at right angles to the West line of said Section 26 a distance of 5259 feet, more or less to the East line of said Section; thence, proceeding Northerly along the East line of said Section 26 a distance of 995 feet to the Northeast corner of said Section 26; thence, proceeding along the North line of said Section 26, N. 89 degrees 42 minutes West a distance of 5261 feet, more of less, to the NW corner of said Section 26, which point is the point of beginning of this traverse;

Section 27: $N\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$

Section 34: $NW\frac{1}{4}$

Signed for Identification

x Richard D. Wilson
Richard D. Wilson

Lester William Anderson
Lester William Anderson

Nan C. Wilson
Nan C. Wilson

Grace B. Anderson
Grace B. Anderson

34-W-018

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 20th day of December, 19 80, by and between
Wayne F. Steele and Mary Ann Steele, husband and wife;
P.O. Box 53
Boulder, Wyoming 82923
of , hereinafter called lessor (whether one or more) and
Thomas F. Stroock
P.O. Box 2875, Casper, Wyoming 82602
of , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other—————— DOLLARS ($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipe lines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit:

122682

Township 32 North, Range 108 West 6th P.M.
Section 13: N½SE¼, SE¼SE¼

RECORDED Dec 29 1980 AT 9:30 A M
IN BOOK 60 Misc PAGE 476
FEE $6.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Mellen

N.P.S. 1113

of Section XXX Township XXX Range five XXX and containing 120.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of XX years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Twenty and 00/100—————— DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Wayne F. Steele (SEAL)
Wayne F. Steele

(SEAL)

Mary Ann Steele (SEAL)
Mary Ann Steele

(SEAL)

(SEAL)

(SEAL)

[redacted] [redacted] [redacted]

STATE OF Wyoming
COUNTY OF Sublette } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of December, 1980 personally appeared Wayne F. Steele

and Mary Ann Steele, 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 September 15, 1984

Notary Public
County of Natrona, State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that , duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public.

My Commission expires.

No.
FROM
TO
Dated
No. Acres
County.
Term
This instrument was filed for record on the day of 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

497

AH-W-019
Producers 88 Spec.– (
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of December, 1980 by and between

Donald W. Rogers and Nellie P. Rogers, husband and wife;
Boulder, Wyoming 82923

of , hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoming 82602, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ——————Ten and Other—————— DOLLARS ($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

18,193

Township 32 North, Range 108 West 6th P.M.
Section 14: N½NE¼NW¼

RECORDED Dec. 29, 1980 9:30 A.
IN BOOK 60 Oil & Gas PAGE 478
FEES 6.00 Doris J. Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McKee

D.W.R.

of Section XXX Township XXX Range five XXX W and containing 20.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XX~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Twenty and 00/100—————— DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Donald W. Rogers (SEAL)
Donald W. Rogers

(SEAL)

(SEAL)

Nellie P. Rogers (SEAL)
Nellie P. Rogers

(SEAL)

(SEAL)

[redacted] [redacted] [redacted]

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

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 19 day of December, 1980, personally appeared Donald W. Rogers

and Nellie P. Rogers, 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 Sept 15 1984

PETER L WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

Peter L. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF)
) ss.
COUNTY OF)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 personally appeared

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

State of)
) ss.
County of)

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

U 79

480

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

Denise A. Shirey
8350 N. Central Expressway, Suite 960
Dallas, Texas 75206

W 69848
(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 28 N, R 110 W, 6th Prin Mer
Sec 2: Lots 1, 2, 3, 4, S½
3: Lots 1, 2, 3, 4, S½
4: Lots 1, 2, 3, 4, S½
10: All

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on JAN 10 1980

Containing a total of **2102.44** acres	Annual Rental . . . . . $ **2103.00**

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: FEB 1 1980

THE UNITED STATES OF AMERICA

By Solomon N. Lane
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

JAN 17 1980
(Date)

132700

RECORDED December 30 1980 10:00 AM
IN BOOK 60 R&P PAGE 480
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

[redacted] [redacted] [redacted] Claimant

[redacted] TERMS

When recorded return to [redacted] ANSCO PETROLEUM COMPANY

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information 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 artifacts and upon any object of total relinquishment or the cancellation or expiration of lease, or at any other time prior thereto when required a the extent deemed necessary by the lessor to fill any pits, di and other excavations, remove or cover all debris, and so f reasonably possible, restore the surface of the leased lanc access roads to their former condition, including the remov structures as and if required. The lessor may prescribe the to be taken and restoration to be made with respect to the l lands and improvements thereon whether or not owned b United States. *Antiquities and objects of historic val.* When American antiquities or other objects of historic or sc fic interest including but not limited to historic or prehi ruins, fossils or artifacts are discovered in the performanc this lease, the item(s) or condition(s) will be left intact immediately brought to the attention of the contracting offi his authorized representative.

(r) *Overriding royalties.*—Not to create overriding roy in excess of five percent except as otherwise authorized b regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliv to the lessor in good order and condition the land leased ir ing all improvements which are necessary for the preservati producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to perm joint or several use easements or rights-of-way, including ments in tunnels upon, through, or in the lands leased, occ or used as may be necessary or appropriate to the work the same or of other lands containing the deposits describ the act, and the treatment and shipment of products there or under authority of the Government, its lessees or permi and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or wise dispose of the surface of the leased lands under ex law or laws hereafter enacted, insofar as said surface i necessary for the use of the lessee in the extraction and re of the oil and gas therein, or to dispose of any resource in lands which will not unreasonably interfere with operations this lease.

(c) *Monopoly and fair prices.*—Full power and author promulgate and enforce all orders necessary to insure the of the production of the leased lands to the United States a the public at reasonable prices, to protect the interests o United States, to prevent monopoly, and to safeguard the welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as ame the ownership of helium and the right to extract or have tracted from all gas produced under this lease, subject to rules and regulations as shall be prescribed by the Secreta the Interior. If the lessor elects to take the helium, the shall deliver all or any portion of gas containing the same lessor, in the manner required by the lessor, at any point o leased premises, or, if the area is served at the time of produ by a gas-gathering system owned or operated by the lesse any point in that system specified by the lessor, for extracti the helium by such means as the lessor may provide. The re shall be returned to the lessee, with no substantial delay i delivery of the gas produced from the well to the owner or chaser thereof. Save for the value of the helium extracted lessee shall not suffer a diminution of the value of the gas duced from the well, or loss otherwise, including any ex caused solely by the requirement of the delivery of the g permit the extraction of helium, for which he is not reasc compensated. The lessor reserves the right to erect, mai and operate any and all reduction works necessary for extra of helium on the leased premises. The lessee further agre include in any contract of sale of gas from the lands subje this lease provisions setting forth that the lessor owns, an serves the right to extract or have extracted, any helium in th sold, and that the lessor may take the gas from a pipeline c or any other gas-gathering system and extract the helium return the gas to the owner thereof, without delay other than caused by the extraction process; save for the value of the he the owner shall not suffer any diminution of the value of the from which helium has been extracted, or any other loss ar from the extraction of helium, including any expense caused by the requirement of the delivery of the gas to permit th traction of helium, for which he is not reasonably compens It is further agreed that any rights reserved vested in the l under this paragraph shall also run to any agent or assign the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to sectio of the act to take royalties in amount or in value of produc

(f) *Casing.*—All rights pursuant to section 40 of the a purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is a that the rate of prospecting and developing and the quantity rate of production from the lands covered by this lease sha subject to control in the public interest by the Secretary o Interior, and in the exercise of his judgment the Secr may take into consideration, among other things, Federal State laws, and regulations issued thereunder, or lawful a ments among operators regulating either drilling or productio both. After unitization, the Secretary of the Interior, or person, committee, or State or Federal officer or agenc authorized in the unit plan, may alter or modify from tim time, the rate of prospecting and development and the qu and rate of production from the lands covered by this lease

Sec. 5. *Surrender and termination of lease.*—The l may surrender this lease or any legal subdivision thereof by in the proper land office a written relinquishment, in tripli which shall be effective as of the date of filing subject to the tinued obligation of the lessee and his surety to make payme all accrued rentals and royalties and to place all wells on the to be relinquished in condition for suspension or abandonme accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination lease.*—Upon the expiration of this lease, or the earlier ter tion thereof pursuant to the last preceding section, the l shall have the privilege at any time within a period of 90 thereafter of removing from the premises all machinery, e ment, tools, and materials other than improvements neede producing wells. Any materials, tools, appliances, machi structures, and equipment subject to removal as above prov which are allowed to remain on the leased lands shall be the property of the lessor on expiration of the 90-day peri such extension thereof as may be granted because of ad climatic conditions throughout said period: *Provided*, Tha lessee shall remove any or all of such property where so di by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee not comply with any of the provisions of the act or the re tions thereunder or of the lease, or shall make default in performance or observance of any of the terms hereof (e. that of payment of annual rental which results in the auto termination of the lease), and such default shall continue period of 30 days after service of written notice thereof by lessor, this lease may be canceled by the Secretary of the Int in accordance with section 31 of the act, except that if this covers lands known to contain valuable deposits of oil or the lease may be canceled only by judicial proceedings in manner provided in section 31 of the act; but this provision not be construed to prevent the exercise by the lessor of legal or equitable remedy which the lessor might otherwise Upon cancellation of this lease, any casing, material equipment determined by the lessor to be necessary for us plugging or preserving any well drilled on the leased land become the property of the lessor. A waiver of any parti cause of cancellation and forfeiture shall not prevent the cellation and forfeiture of this lease for any other caus cancellation and forfeiture, or for the same cause occurrin any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is fu agreed that each obligation hereunder shall extend to an binding upon, and every benefit hereof shall inure to, the executors, administrators, successors, or assigns of the respe parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed no Member of, or Delegate to, Congress, or Resident Com sioner, after his election or appointment, or either befor after he has qualified and during his continuance in office, that no officer, agent, or employee of the Department of Interior, except as provided in 43 CFR 7.4(a)(1), shall be mitted to any share or part in this lease or derive any be that may arise therefrom; and the provisions of Sec. 37 the Revised Statutes of the United States, as amended U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 Code, relating to contracts, enter into and form a part of lease so the same may be applicable.

GPO 845 –

481

482

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 4656

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address *(include zip code)* **National Foundation West Building Suite 500, 355 N.W. 58th Street, Oklahoma City, Okla. 73122**

The undersigned, as owner of percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2–3)

Township 28 North, Range 111 West, 6th P.M. Sublette County, Wyoming:

Section 5 (Section 5): SWNE. 40 acres, more or less.

132701

RECORDED December 30 1980 10:00 AM
IN BOOK 60 O & G PAGE 482
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**100%**
4. Specify interest or percent of record title interest being retained by assignor, if any	**NONE**
5. Specify overriding royalty being reserved by assignor **5% (five percent) of 8/8ths**	**5% Orri.**
6. Specify overriding royalty previously reserved or conveyed, if any	**NONE**

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **13th** day of **June**, 1980.

Milton J. Lebsack
(Assignor's Signature)
Milton J. Lebsack

P.O. Box 22215
(Assignor's Address)

Denver (City) **Colorado** (State) **80222** (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1980

By Harold W. Lee Jr. Land Law Examiner
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

DEC 15 1980
(Date)

001720

11039

is official form

[redacted] RT 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. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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) (Assignee'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.

State of Colorado
County of Denver

COLORADO

The foregoing instrument was acknowledged before me this 7th day of May 1980 by Milton J. Lebsack.

WITNESS my hand and official seal.

My commission expires on the 22nd day of June, 1981

Elizabeth M. Wagner

Notary Public in and for said County & State.

igned statement
to will have
days after th
l all such oth
vith evidence
erest, separat
l extent of th
between the
en.

ynment of a
l lands cred
ssigned portio
ons of the lea
ss of payment

signment is no

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY. 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

U.S. GOVERNMENT PRINTING OFFICE: 1980 677-654/407

484

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 6013

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Woods Petroleum Corporation

Address *(include zip code)*
Suite 500, National Foundation
3555 N. W. 58th St., Oklahoma City, OK 73112

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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. 31 N., R. 110 W., 6th Prin. Mer., Sublette County, Wyoming

Sec. 1: S½
Sec. 2: S½
Sec. 3: S½
Sec. 10: All
Sec. 11: All
Sec. 12: N½
containing 2560 acres, more or less

302702
Filed December 30 1980 10:00 A.M.
In Book 60 D x 8 Page 484
Fees: 6.25 Lois J Yake County Clerk
Sublette County, Pinedale, Wyoming by Dorothy M Stone

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**100%**
4. Specify interest or percent of record title interest being retained by assignor, if any	**None**
5. Specify overriding royalty being reserved by assignor	**5% of 8/8th**
6. Specify overriding royalty previously reserved or conveyed, if any	**None**

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **16th** day of **July**, 19**80**.

Grace E. LaRue
(Assignor's Signature)

6481 Farallon Way, Oakland, CA 94611
(Assignor's Address)

Grace E. LaRue, Soc. Sec. No. 552-07-2133

(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 effective OCT 1 1980

By Bureau of Land Management
(Authorized Officer)

003606

Chief, Br. of Lands & Minerals Operations
(Title)

DEC 15 1980
(Date)

[redacted] [redacted] [redacted] official 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. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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)

(Assignee'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.

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify Assignor in writing thereof, at least sixty(60) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interests. Any reaasignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

Grace E. LaRue

request for approval.

STATE OF California
COUNTY OF Alameda } ss.

ON July 16th, 19 80,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Grace E. LaRue

, known to me,
to be the person whose name is subscribed to the within Instrument,
and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
JUDITH W. PETERSON
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires August 10, 1980

Judith W. Peterson
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 231—Rev. 3-64

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 42783

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address *(include zip code)* Suite 500, National Foundation West Building, 3555 N.W. 58th Street, Oklahoma City, Oklahoma 73112

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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 111 West, 6th P.M.
Section 4: Lot 4
Section 5: Lot 1

Township 31 North, Range 111 West, 6th P.M.
Section 32: SE/4 SE/4
Section 33: SW/4 SW/4

Sublette County, Wyoming, and containing 160.03 acres, more or less.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by mail sixty (60) days prior to relinquishment, and said Assignor shall have thirty (30) days within which to elect or reject reassignment of such acreage to be relinquished. Woods Petroleum Corporation shall exercise diligence and make every effort to insure that the reassignment obligation provided for herein is complied with; however, there shall be no liability for oversight or clerical error. Assignee shall not be required to offer reassignment at the end of the primary or extended term of the lease.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of July, 1980.

ATTEST:
By: [illegible] Secretary-Treasurer

WESTERN INTERSTATE ENERGY, INC.
By: Chester L. Pringle
President
P.O. Box 1635
Midland, Texas 79702
(City) (State) (Zip Code)

#850-21-6687

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 effective OCT 1 1980

By [illegible]
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

DEC 15 1980
(Date)

003246

486

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. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____ .
   4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   5. Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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)

(Assignee'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.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

STATE OF Texas)
: ss
COUNTY OF Midland)

BEFORE ME, the undersigned authority, a notary public in Midland County, Texas, on this day personally appeared Chester L. Pringle known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of WESTERN INTERSTATE ENERGY, INC., as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 18 day of July, 1980

My Commission Expires: 11-30-80

Notary Public

formation is not provided, the assignment may be rejected.

132703

RECORDED December 30 1980 10:00 AM
IN BOOK 60 O & G PAGE 484
FEES $6.00 _____ COUNTY CLERK

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 44281

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address *(include zip code)* Suite 500, National Foundation West Building, 3555 N.W. 58th Street, Oklahoma City, Oklahoma 73112

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2–3)

Sublette County, Wyoming
Township 34 North, Range 113 West, 6th P.M.
Section 18: SE/4 SE/4

Containing 40.00 acres, more or less.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by mail sixty (60) days prior to relinquishment and said Assignor shall have thirty (30) days within which to elect or reject reassignment of such acreage to be relinquished. Woods Petroleum Corporation shall exercise diligence and make every effort to insure that the reassignment obligation provided for herein is complied with; however, there shall be no liability for oversight or clerical error. Assign shall not be required to offer reassignment at the end of the primary or extended term of the lease.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 1st day of July, 1980.

ATTEST:

By: [signature] Secretary-Treasurer

WESTERN INTERSTATE ENERGY, INC.

By: [signature] Chester L. Pring
President

P.O. Box 1635
Midland, Texas 79702
(City) (State) (Zip Code)

850-21-6687

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 effective OCT 1 1980

By [signature]
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations

(Title)

DEC 15 1980
(Date)

003245

485

Attach abstract on one sheet of both sides of this official form 1106-01

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. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____ .
   4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   5. Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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)

(Assignee'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.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

submit, at the time assignment is filed, a signed statemen giving the names of any other parties who will have a interest in the lease. Within fifteen (15) days after th filing of the assignment, the assignee and all such othe interested parties *must* submit, together with evidence o their qualifications to hold the lease interest, separate signed statements giving the nature and extent of th interest of each, the nature of agreement between them if oral; and a copy of the agreement, if written.

STATE OF Texas)
: ss
COUNTY OF Midland)

BEFORE ME, the undersigned authority, a notary public in Midland County, Texas, on this day personally appeared Chester L. Pringle known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of WESTERN INTERSTATE ENERGY, INC. as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 18 day of July, 19

My Commission Expires: 11-30-80

Notary Public

formation is not provided, the assignment may be rejected.

132704

RECORDED December 30 1980 10:00 AM
IN BOOK 60 Oil & Gas PAGE 488
FEES $6.00 Lois J. Hall COUNTY CLERK
SUBLETTE COUNTY, WYOMING

LOHMANN FAMILY
ASSIGNMENT OF NET PROFITS INTEREST

KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Melvin R. Lohmann and Dorothy F. Lohmann, 2115 West University Avenue, Stillwater, Oklahoma 74074 ("Assignors"), do hereby gift and assign unto Jed A. Lohmann, 7414 Lemonwood Lane, Fort Worth, Texas 76113, Jack R. Lohmann, 1335 Wines Drive, Ann Arbor, Michigan 48103, and Jon M. Lohmann, 10514 Knoboak, Houston, Texas 77043 (collectively, "Assignees"), a net profits interest equal to 75% of the net profits (as defined below) from Assignors' interest in the lease described below after the Assignors have recovered two and one-half (2½) times their total investment in the lease. Assignors acquired their interest in the lease from Leonard Hay. The interest hereby assigned to Assignees is assigned to them in equal 1/3 shares.

1. The lease referred to above is that certain Oil, Gas and Mineral Lease from Brandt Jensen, et al, as lessors, to Leonard Hay, as lessee, dated July 1, 1975, filed Feb. 20, 1980 in Book 58 Oil & Gas, Page 626; and, Extension of Oil and Gas Lease dated Feb. 20, 1980, filed Feb. 22, 1980, in Book 58 Oil & Gas, Page 634 in the Office of the County Clerk, Sublette County, Pinedale, Wyoming, and covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4 SE/4 S/2 SE/4
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2 NE/4, S/2 NW/4, NW/4 SW/4
Section 14: Lots 1, 2, NE/4 NW/4
Section 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, Township 31 North, Range 109 West, 6th P.M.

2. "Net profits" shall be determined by an account to which shall be credited the Assignors' gross revenues from the lease less:

18270

RECORDED Dec 30 1980 10:00AM
IN BOOK 60 R & U PAGE 490
Sue Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK

LAW OFFICE OF
FITZGERALD AND WORTHINGTON
PROFESSIONAL CORPORATION
P. O. BOX 110 (405) 372-5815
STILLWATER, OKLAHOMA 74074

all costs charged to such interest including: (a) all costs incurred in producing such revenue; and (b) all other costs borne by Assignors under the Agreement or the operating agreement to which the lease is subject at the time the costs are incurred, including but not limited to all costs incurred in the drilling, testing and completing and equipping or plugging and abandoning of wells; and, (c) all other costs incurred by Assignors in connection with their investment in the lease, including but not limited to travel expenses and attorneys' fees; and,

Revenues and costs under (a), (b), and (c) will be determined in accordance with the accounting procedure attached to the operating agreement to which the lease is subject at the time the revenues are received or the costs are incurred.

3. Assignees' 75% share of any positive balance in the net profits account at such time after Assignors recover 2½ times their total investment will be distributed to them (in equal 1/3 shares) within 60 days of the availability of funds therefor. Assignees are not required to contribute funds to make up any negative balance in the net profits account.

4. Terms used in this agreement are further defined in Exhibit "A" hereto, which by this reference is made a part hereof, entitled -- Further Definitions of Terms Pertaining to Lohmann Family Assignment of Net Profits Interest of December 11, 1980.

EXECUTED as of this 11th day of December, 1980.

Melvin R. Lohmann
MELVIN R. LOHMANN

Dorothy E. Lohmann
DOROTHY E. LOHMANN

STATE OF OKLAHOMA,)
COUNTY OF PAYNE.) SS:

Before me, the undersigned authority, in and for said state, on this 11th day of December, 1980, personally appeared Melvin R. Lohmann and Dorothy E. Lohmann, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

SEAL
NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA

Nella Campbell
NOTARY PUBLIC

My Commission Expires:

LAW OFFICE OF
FITZGERALD AND WORTHINGTON
PROFESSIONAL CORPORATION
P. O. BOX 110 [redacted] 372-5815
STILLWATER [redacted] OKLAHOMA 74074

EXHIBIT "A"

FURTHER DEFINITION OF TERMS PERTAINING
TO LOHMANN FAMILY ASSIGNMENT OF NET PROFITS
INTEREST OF DECEMBER 11, 1980

Assignors must recover 2½ times capital investment in each well before allocation of 75% of net profits interest by 1/3 of 75% to each son, heir or assigns becomes effective.

Capital investment recovery costs shall include (1) all leasehold acquisition costs and expense related thereto, (2) all intangible drilling costs, (3) equipment costs related to production, and (4) lease operating expense less depreciation on equipment.

Said Assignors to receive all tax and economic benefits of depreciation not includable in the computation of net profit interests. All equipment acquired, presently and in the future, belongs to said Assignors and gains or losses arising therefrom for tax purposes shall accrue as a liability to said Assignors.

Net profits interest of said working interest after recovery of two and one-half (2½) times capital costs as defined above, shall be computed as follows: (1) gross share of production of oil or gas less (2) prorated share of operating expense without depreciation and less (3) prorated share of intangible drilling costs, and less (4) all taxes directly related to oil or gas production.

Assignees are assigned the depletion allowance on their net profits interest, after Assignors recover 2½ times their capital costs in their share of the leasehold.

Melvin R. Lohmann
MELVIN R. LOHMANN

Dorothy E. Lohmann
DOROTHY E. LOHMANN

LAW OFFICE OF
FITZGERALD AND WORTHINGTON
PROFESSIONAL CORPORATION
P. O. BOX 110 (405) 372-5815
STILLWATER, OKLAHOMA 74074

AH-W-016

Producers 88 Spec. (
Wyoming

OIL AND GAS LEASE

KIMZEY BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 1st day of December, 80
Fay C. Barger, individually, and as Attorney-in-Fact for Anne E. Barger, his wife;
Pinedale, Wyoming 82941

of
Thomas F. Stroock
P.O. Box 2875 Casper, Wyoming 82602
of , hereinafter called lessor, and , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and Other----------
($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained 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, for the purpose of and with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipe lines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation, alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of
Sublette , State of , described as follows, to-wit:

Legal description attached to and made a part hereof 1827.93

Rec'd Dec 31 1980 8:00 A.
IN BOOK 60 Misc PAGE 493
FEES 10.00 Lou Yoak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Allen

FCB /five (5) from February 28, 1981

of Section XXX Township XXX Range XXX and containing 3,380.47 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five (5) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal fifteen percent (15%) FCB part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such ~~XXXXXXX~~ royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, ~~XXXXXX~~ 15% x FCB 15% of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and which gas is sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, 15% FCB ~~XXXXXX~~ at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before ~~XXXXXXXXXXXXXXXXXX~~ FCB / February 28, 1982 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the

*FCB 2-28-1982 sum of Six Thousand Seven Hundred Sixty and 94/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers and only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the construction, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

FCB No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation ~~XXXXXXXXXX~~ on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Fay C. Barger (SEAL)
Fay C. Barger, individually, and as Attorney-in-Fact for Anne E. Barger, his wife (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME Peter I. Wold a Notary Public, in and for said County and State, on this 15th day of December, 1980 personally appeared Fay C. Barger, individually, and as Attorney-in-Fact for Anne E. Barger, his wife;

and .....

..... to 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 September 15, 1984

PETER I. WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Notary Public.

Residing at Casper, Wyoming

STATE OF .....
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, ... a Notary Public, in and for said County and State, on this

day of ....., 19..... personally appeared .....

and .....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public.

Residing at .....

State of .....
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this .....day of..... , A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the..... of .....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said

..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ..... day of ....., A. D. 19.....

.....
Notary Public.

(SEAL)

My Commission expires .....

No.....

FROM

TO

Dated.....

No. Acres .....

County.....

Term.....

This instrument was filed for record on the.....
day of ..... 19....., at
o'clock ..... M., and duly recorded in
Volume ..... Page.....
of the records of this office.

.....
County Clerk.

By..... Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

490

RIDER

Acreage description of lease dated December 1, 1980 between Fay C. Barger, individually, and as Attorney-in-Fact for Anne E. Barger, his wife, Lessor, and Thomas F. Stroock, Lessee:

Township 31 North, Range 108 West 6th P.M.
Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, 13, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 6: Lots 8, 9, 10, 11
Section 8: $NW\frac{1}{4}NW\frac{1}{4}$
Township 32 North, Range 108 West 6th P.M.
Section 5: Lots 3, 4, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$ that part lying North and East of the Wyoming State Highway U.S. 187 containing 32.90 acres more or less.
Section 6: Lot 4 that part lying North and East of the Wyoming State Highway U.S. 187, containing 31.54 acres, more or less.
Section 16: All, excepting 90.00 acres in the $NE\frac{1}{4}$ as described in Deed Record 3, Page 438, and excepting 12.26 acres in the $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ as described in Deed Record 3, Page 479.
Section 17: Lot 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 20: $E\frac{1}{2}E\frac{1}{2}$
Section 21: $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 28: $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$
Section 29: Lot 4, 5, 6, 7, 8, $E\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 32: $N\frac{1}{2}$, $SE\frac{1}{4}$
Section 33: $NW\frac{1}{4}$

7605

New [redacted] U.S.A. Form 329 [redacted] Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 15th day of July, 19 76,

by and between Barbara A. Grandon

herein referred to as assignor, (whether one or more) and Charles L. Southard 2½% and

R.E. Boyle 2½% 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 Per Cent (5%) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

T. 28 N., R. 106 W., 6th Prin. Mer.
Section 17: $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$
Section 18: Lot 1, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}$ $SE\frac{1}{4}$
Section 20: $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

Containing 1275.97 Acres

under the terms of that certain oil and gas lease made and entered into by and between the USA as lessor, and Barbara A. Grandon,

as lessee, bearing No. W 55226 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the USA under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

RECORDED Jan 5, 1981 8:00 AM
IN BOOK 60 Misc PAGE 496
FEES 4.25 Lois Yahn COUNTY CLERK
SUBLETTE COUNTY WYOMING by D. McInnis

D22715

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.

Barbara A. Grandon

STATE OF TEXAS
County of Midland } ss.

On this 15th day of July, 19 76, before me personally appeared Barbara A. Grandon

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 June 1, 1977 Notary Public

STATE OF) ss.
County of)

I hereby certify that this instrument was filed for record on the day of A. D., 19 at o'clock; m., and duly recorded in Book Page of the records, of said County.

County Clerk

By , Deputy

Rec. No. Fees, $

Return to

196

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE executed this 21st day of November, 1980 but effective on October 1, 1980 (the "Closing Date"), is from MESA PETROLEUM CO., a Delaware corporation (hereinafter called "Assignor"), to MTS LIMITED PARTNERSHIP, a Texas Limited Partnership (hereinafter called "Assignee").

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 Assignee, effective as of the Closing Date, the following (all of which are hereinafter called "Leases"):

> All of Assignor's interest and estate in, to and under all of those oil and gas leases described in Exhibit "A" hereto, together with any wells, wellhead and leasehold equipment and fixtures situated on the leases described in Exhibit "A" and held by Assignor for use in connection therewith; provided that this Assignment and Conveyance shall not apply to any of the Leases described in Exhibit "A" which are located within the State of Louisiana nor shall it apply to any leases or portions thereof described in Exhibit "A" which are included within the Non-Included Areas or the Excluded Areas described in Schedules I and II attached hereto.

To the extent that this Assignment and Conveyance constitutes an assignment of 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 MATERIAL.

Assignor shall warrant and forever defend title to the Leases 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, 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 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

182746

RECORDED January 6 1980 8:00A M
IN BOOK 6C Misc PAGE 497
FEES $5.00 Lana J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

[redacted] [redacted] [redacted]

, interfere materially with the operation, value to the Assignee, use of, and do not materially prevent, without indemnity or other special arrangements, Assignee or its successors in interest from receiving the same economic benefit from the Leases and the net proceeds of production from the Leases.

(iii) Joint operating agreements, unitization agreements, gas sales contracts, oil purchase contracts, area of mutual interest agreements, and other agreements normally and customarily entered into in the oil and gas industry.

(iv) Notwithstanding anything to the contrary in this Assignment and Conveyance, all rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of federal, state, Indian or other governmental oil and gas leases or interests therein or related thereto where the same are customarily obtained subsequent to assignment of such oil and gas leases.

(v) Conventional rights of reassignment requiring less than 90 days notice to the holder of such rights.

To the extent that Exhibit "A" describes oil, gas and mineral leases located in the State of Louisiana, Assignor agrees to hold such leases in trust for the use and benefit of Assignee under the terms and conditions of that certain Agreement and Certificate of Limited Partnership of MTS Limited Partnership (the "Partnership Agreement") and Assignor further agrees to hold Property Acquisitions (as that term is defined in the Partnership Agreement) located in the State of Louisiana, in trust for the use and benefit of Assignee under the terms and conditions of the Partnership Agreement (the leases being held in trust by Assignor are hereinafter collectively referred to as the "Trust Leases"). Assignor agrees that as soon as possible after January 1, 1981, it will take all appropriate steps to comply with the limited partnership laws of the State of Louisiana and shall thereafter promptly convey legal title to the Trust Leases to Assignee. At any time prior to January 1, 1981, upon written request of either of the limited partners of Assignee, Assignor will assign legal title to the Trust Leases to a nominee under the terms and conditions set out in Section 6.1(h) of the Partnership Agreement.

Reference is made to Exhibit "A" and Schedules I and II 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 leases described in Exhibit "A" are located. 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 or parish, those portions of Exhibit "A" relating to portions of the leases described in Exhibit "A" located outside of such county or parish.

This Assignment and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment and Conveyance may be executed in multiple counterparts and each such executed multiple counterpart shall be effective as of the Closing Date.

TO HAVE AND TO HOLD the above described interests unto Assignee and its successors and assigns forever.

MESA PETROLEUM CO.

By: _____
J. O. UPCHURCH
Vice President

ATTEST:

_____
JOHN F. BOROS, Secretary

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

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 J. O. UPCHURCH and JOHN F. BOROS, personally known to me to be the identical persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice President and Secretary, respectively, of MESA PETROLEUM 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 as their free and voluntary act and deed in their respective capacities as stated for the uses, purposes and the consideration herein expressed on behalf of and as the free and voluntary 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 21st day of November, 1980.

Edna Jackson
Notary Public for the State of Texas in Potter County

Edna Jackson

Notary Public Residing at:

AMARILLO, TEXAS

My Commission Expires:

11-30-84

500

EXHIBIT "A"

(The pages of this exhibit may not be consecutively numbered. Only those pages relevant to one particular county are attached.)

[redacted] [redacted] [redacted]

Prospect: Mickelson Creek

351-A

EXHIBIT "A"

Oil and Gas Lease dated May 1, 1978, executed by USA W-62521, as Lessor, in favor of Pauline P. Panos, as Lessee, and recorded in Book _____, Page _____, of the records of Sublette County, Wyoming. (Mesa Lease No. 01-04-WY-0547-0002-000-0), covering the following described lands located in Sublette County:

T32N-R114W, 6th P.M.
Sec. 10: Lots 1, 2, 3, 4, S/2 N/2, SW, NE SE, W/2 SE
Sec. 11: Lot 4, SW NW

Mesa's Net Acres: 550.32 Royalty: 12.5 ORRI: 5.0

PROSPECT: PILEY RIDGE

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66942, AS LESSOR, IN FAVOR OF MARY NAN SPEAR, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 260. (MESA LEASE NO. 01-04-WY-0213-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T27N R115W, 6TH PM
   SEC 1 LOTS 5, 6, 9, SW NE
   MNA: 118.470 ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1976 EXECUTED BY USA W-56739, AS LESSOR, IN FAVOR OF JUDY P CLIFTON, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T30N R114W
   SEC 30 LOTS 3, 4, E/2 SW
   SEC 31 LOTS 1,2,3,4, W/2 E/2
   SEC 32 ALL
   MNA: 1,122.270 ROY %: 12.50000 ORR %: 6.25000

3. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1975 EXECUTED BY USA W-52405, AS LESSOR, IN FAVOR OF DALPORT OIL CORPORATION, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 613. (MESA LEASE NO. 01-04-WY-0213-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T29N R115W
   SEC 13 ALL
   MNA: 640.000 ROY %: 12.50000 ORR %: 7.50000

4. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1975 EXECUTED BY USA W-52407, AS LESSOR, IN FAVOR OF WALLACE GLOVER, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 580. (MESA LEASE NO. 01-04-WY-0213-0004-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T30N, R115W, 6TH PM
   SEC 13: N/2 SW
   SEC 24: N/2 SW
   SEC 25: LOT 2 (36.70)
   MNA: 196.700 ROY %: 12.50000 ORR %: 6.25000

5. OIL, GAS, AND MINERAL LEASE DATED JUNE 20, 1979 EXECUTED BY JOHN SCHNEIDER, ET UX, AS LESSOR, IN FAVOR OF MESA PETROLEUM CO., AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 134. (MESA LEASE NO. 01-04-WY-0213-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T29N, R114W
   SEC 2: W/2 SW
   SEC 3: N/2 SE
   MNA: 160.000 ROY %: 12.50000 ORR %: .00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED SEPTEMBER 01, 1970 EXECUTED BY USA W-25365, AS LESSOR, IN FAVOR OF JOHN P DEVER, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 50 ON PAGE NUMBER 231. (MESA LEASE NO. 01-04-WY-0347-0001-COC-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T32N R115W 6TH PM
SEC 11 E/2 SE
SEC 12 SW
SEC 14 E/2 E/2

MNA: 400.000 ROY %: 12.50000 ORR %: 5.00000

OSPECT: DUTCH DAN

1033-M

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1973 EXECUTED BY USA W-42297, AS LESSOR, IN FAVOR OF RAYMOND A LUTZ, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 50 ON PAGE NUMBER 412. (MESA LEASE NO. 01-04-WY-0555-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T31N R114W
SEC 33 E/2
SEC 34 ALL
SEC 35 ALL

MNA: 1,600.000 ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED AUGUST 02, 1978 EXECUTED BY STATE OF WYOMING 78-0587, AS LESSOR, IN FAVOR OF H M LANE, JR , AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 477. (MESA LEASE NO. 01-04-WY-0555-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T31N, R114W, 6TH PM
SEC 16: E/2
SEC 36: E/2

MNA: 640.000 ROY %: 12.50000 ORR %: 5.00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1972 EXECUTED BY USA W-34956, AS LESSOR, IN FAVOR OF BETTY L WELCH, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0844-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R111W, 6TH PM
SEC 17 SE SW
SEC 20 W/2, SW SE
SEC 21 LOTS 2, 4, 5
SEC 22 NW, N/2 SW, SE SW, TRACTS 37, 38, 39, 40, 44, 45, 46, 47, 48, 49, 50, 51, 52, 55, 56, 57 & 58 (SW SW SEC 17)

MNA: 804.920 ROY %: 12.50000 ORR %: 3.00000

2. OIL, GAS, AND MINERAL LEASE DATED JANUARY 01, 1974 EXECUTED BY USA W-42782, AS LESSOR, IN FAVOR OF MORTON J DAVIS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 50 ON PAGE NUMBER 404. (MESA LEASE NO. 01-04-WY-0844-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R111W, 6TH PM
SEC 10 LOT 1, SE NE, W/2 NE, W/2, SE
SEC 11 LOT 1, E/2, E/2 W/2, SW NW, W/2 SW
SEC 14 ALL
SEC 15 E/2
SEC 22 E/2

MNA: 2,559.440 ROY %: 12.50000 ORR %: 5.00000

3. OIL, GAS, AND MINERAL LEASE DATED JULY 01, 1972 EXECUTED BY USA W-35400, AS LESSOR, IN FAVOR OF THOMAS C MORAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0844-0004-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R111W, 6TH PM
SEC 12 SW NW
SEC 23 NE SW

MNA: 80.000 ROY %: 12.50000 ORR %: 5.00000

4. OIL, GAS, AND MINERAL LEASE DATED JANUARY 02, 1977 EXECUTED BY WYOMING 77-0047, AS LESSOR, IN FAVOR OF NOLA GRACE PTASYNSKI, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 53 ON PAGE NUMBER 523. (MESA LEASE NO. 01-04-WY-0844-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R111W, 6TH PM
SEC 36 ALL

MNA: 640.000 ROY %: 12.50000 ORR %: 5.00000

PROSPECT: BIG PINEY

1062-A

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1972 EXECUTED BY USA W-34961, AS LESSOR, IN FAVOR OF PAUL T LAFKAS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-C4-WY-0845-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T29N R112W, 6TH PM
   SEC 20 NE, NE NW, S/2 NW, S/2
   SEC 21 S/2 N/2, S/2
   MNA: 1,080.000 ROY %: 12.50000 ORR %: 2.00000

SCHEDULE I

NON-INCLUDED AREAS

Attached to and
Made a Part of the

ASSIGNMENT AND CONVEYANCE

FROM

MESA PETROLEUM CO.

TO

MTS LIMITED PARTNERSHIP

DATED

OCTOBER 1, 1980

NONE

SCHEDULE II

EXCLUDED AREAS

Attached to and
Made a Part of the

ASSIGNMENT AND CONVEYANCE

FROM

MESA PETROLEUM CO.

TO

MTS LIMITED PARTNERSHIP

DATED

OCTOBER 1, 1980

SUBLETTE COUNTY, WYOMING

Prospect	County	State	Township/ Range	Description
			T8S-R26E	Sections 20&21: All
				Section 22: W/2
				Sections 28-30: All
				Section 31: NW/4
Livingston	Livingston	Louisiana	T6S-R4E	Section 36: All
			T6S-R5E	Section 31: All
				Section 32: All
				Section 33: W/2
			T7S-R4E	Section 1: All
				Section 12: All
			T7S-R5E	Section 4: W/2
				Sections 5-8: All
				Section 9: W/2
Riley Ridge	Sublette	Wyoming	T30N-R115W	Sections 1, 2 & 3: A
				Sections 10-15: All
				Sections 22-27: All
				Sections 34-36: All
			T30N-R114W	Sections 4-9: All
				Sections 16-36: All
			T29N-R115W	Sections 1, 2, 3 & 10-15: All
			T29N-R114W	Entire Township

511

HH-W-01
Form 36

Affidavit of Identity

RECORDED Jan 5 1981 8:00 A.M.
FEES Free of Clerk PAGE 511
COUNTY CLERK
By D Wilde

State of WYOMING
County of SUBLETTE } ss.

Peter I. Wold, being first duly sworn on his oath, states that he is familiar with the following described property, to-wit:

Township 32 North, Range 108 West, 6th P.M.
Section 3: S½
Section 4: E½SE¼
Section 10: N½NW¼, W-2/3NW¼NE¼, E-1/3NW¼NE¼, NE¼NE¼, S½NE¼, SE¼, E-1/3SW¼, E-2/3SE¼NW¼
Section 11: W½

of ~~Section~~ _____ ~~Township~~ _____ ~~Range~~ _____ and containing 1,200.03 acres, more or less situated in the County of Sublette, State of Wyoming and that he is also familiar with Lary Lozier, who on the 19th day of November, 1980, executed an oil & gas lease in favor of Thomas F. Stroock, which instrument appears of record in Book 60, at page 244 of the records of the county aforesaid; that he knows of his own knowledge that, notwithstanding the discrepancy in name, the said Lary Lozier, who executed the said instrument, is one and the same person as Larry Lozier, the then record owner of the property by virtue of being the grantee in a deed executed on the 23rd day of May, 19 78, covering the aforesaid property, which deed is of record in Book 20, at page 152, of the records of the county aforesaid.

Further affiant saith not.

Peter I. Wold

Subscribed and sworn to before me this 5th day of January, 19 81.

JOYCE A. CABOT - Notary Public
Natrona County, Wyoming
My Commission Expires Sept. 22, 1984

Joyce A. Cabot
Notary Public.

My commission expires _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5TH day of January, 19 81, personally appeared Peter I. Wold

and _____

to 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.

JOYCE A. CABOT - Notary Public
(County)
(State)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Joyce A. Cabot
Notary Public.

44 W-021
Producers 88 Spec.
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of December, 1980 by and between Donald W. Rogers and Carol S. Rogers, husband and wife;
P.O. Box 113

of Boulder, Wyoming 82923
Thomas F. Stroock

of P.O. Box 2875, Casper, Wyoming 82602, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and Other---------- DOLLA
($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclus right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipeli telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said produ and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privile necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casi head gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County

Sublette, State of Wyoming described as follows, to-wit:

182803

Township 32 North, Range 108 West 6th P.M.
Section 14: $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$

Filed for Record ... Jan 12 ... 1981 8:00 A.M.
IN BOOK 60 Oil & Gas PAGE 512
Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy Mc...

CK DWR

of Section XXX Township XXX Range five XXX and containing 60.00 acres, more or l

It is agreed that this lease shall remain in force for a term of XX years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or a of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are be continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved fr the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day s oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. T 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 c nections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that d shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, sum of Sixty and 00/100---------- DOLLARS, which shall operate as a rental and cover 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 m 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 ther 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 p ilege 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 confer

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve m from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption the payment of the rentals as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in fo just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter accruing hereu released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the tion, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals hereby pro shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessee.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express or im covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors, and in the event of an assignment or subletting by le lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or condition the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said le or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate by in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor 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 h hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the te of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be ter nated, 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 Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first nam bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation, having an interest in the above described land not lease to lessee, or should any one or more of the parties named above lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approv the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the land covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the h

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homes exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Donald W. Rogers
Donald W. Rogers
Carol S. Rogers
Carol S. Rogers

512

STATE OF Wyoming
COUNTY OF Sublette } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME Peter I. Wold a Notary Public, in and for said County and State, on this 18 day of December, 1980 personally appeared Donald W. Rogers and Carol S. Rogers, husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

PETER I. WOLD - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

My Commission Expires September 15, 1984

Peter I. Wold
Peter I. Wold Notary Public

Residing at Casper, Wyoming

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared and , to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

Residing at

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the day of 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of December, 19 80 by and between

William S. Whyel, a single man,
P.O. Box 61
Farmington, Pennsylvania 15437
of , hereinafter called lessor (whether one or more) and

Thomas F. Stroock
P.O. Box 2875, Casper, Wyoming 82602
of , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and more---------- DOLLARS
($ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

18280A

Township 32 North, Range 108 West, 6th P.M.
Section 14: SE¼
Section 23: E½
Section 24: S½S½, SE¼NE¼, NE¼SE¼, N½SW¼, S½NW¼

RECEIVED Jan 12 1981 8:00 A
60 Drs
$6.00 Lou J Yale COUNTY CLERK
COUNTY CLERK
by Dorothy Mc Cue
FEE 514

W&W five (5)
of Section XXXXX Township XXXXX Range XXX and containing 880.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of XXXX years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Gallatin National Bank at Hopwood, Pennsylvania 15445, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of --Eight Hundred Eighty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

William S. Whyel (SEAL)
William S. Whyel

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

514

515

STATE OF PENNSYLVANIA
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, Odelia C. Searay a Notary Public, in and for said County and State, on this 29th day of December, 1980 personally appeared William S. Whyel, a single man,

and

personally, to 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 Aug 9, 1982

Odelia C. Searay
Notary Public

Residing at 64 E Main St
Ligonier, Pa 15658

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

Residing at

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19, before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated

No. Acres

County

Term

This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

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 [illegible]

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

182816

Phillips Petroleum Company
7800 East Dorado Place
Englewood, Colorado 80111

RECORDED Jan 12 19 81 8:00 A
BOOK 60 Misc PAGE 516
FEES $6.00 Kay J Yeh 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)* **October 1, 1973**, hereby transfers and assigns to the assignee shown above, the record interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)* **(Sublette County, Wyoming)**

Township 29 North, Range 106 West, 6th P. M.
Section 19: E½SW¼

Containing 80 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* **10**

4. What part of the record title interest is being retained by assignor(s)? **none**

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* **none**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* **Four Per Cent of Eight-Eighths (4% of 8/8)**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created by this assignment, 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 8 day of AUGUST, 1980

Robert D. Pennington
(Assignor's Signature)

P. O. Box 165
(Assignor's Address)

Robert D. Pennington

Casper (City) **Wyoming** (State) **826** (Zip)

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 1980

SPECIAL 004799

By Harold G. Stinchcomb
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

DEC 5
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form and comply with the provisions of 43 CFR 3106

516

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Corporate Qualifications and Power of Attorney on file in W-56943
I certify that said Power of Attorney is still in effect and this instrument is executed solely on behalf of Phillips Petroleum Company, and that there is no agreement or understanding between Phillips Petroleum Company, as offeror or assignee, and myself, as its Attorney-in-Fact, or with any other person, either verbally or written, by which I or such other person have received, or am to receive, any interest in the lease or assignment when issued.

J. E. DOWNEY
Attorney-in-Fact for
Phillips Petroleum Company

Executed this 27th day of August , 19 80

PHILLIPS PETROLEUM COMPANY

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).

J.E. DOWNEY (Assignee's Signature) Attorney-in-Fac

7800 East Dorado Place, Englewood, Colorac 801

(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 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 mor than one assignment is made out of a lease, file a

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

If evidence of qualifications and ownership has pre been furnished as required by the above, reference b number of record in which it was filed together with a sta as to any amendments. Qualifications of assignee *mus* full compliance with the regulations (43 CFR

State of Wyoming)
) ss.
County of Natrona)

The foregoing instrument was acknowledged before me by
ROBERT D. PENNINGTON
this 8th day of August 8(

Witness my hand and official seal.

Barbara A. Vose - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept. 21, 1984

Barbara A. Vose
Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 27th day of August , 1980, personally appeared before me J. E. DOWNEY, who, being by me duly sworn did say that he is the Attorney-in-Fact of PHILLIPS PETROLEUM COMPANY, and that said instrument was signed in behalf of PHILLIPS PETROLEUM COMPANY, by authority, and said J. E. DOWNEY, acknowledged to that he as such Attorney-in-Fact, executed the same.

Patricia L. Freburg
NOTARY PUBLIC

PATRICIA L. FREBURG NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
January 18, 1983

Residing at: Englewood, Colorado

Form 3106–5
(November 1975)

KINTZE-S-CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 567 5

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

•182817

•

Phillips Petroleum Company
7800 East Dorado Place
Englewood, Colorado 80111

Jan 12 1981 8:00 A.M.
BOOK 60 Oil & Gas PAGE 518
FEE $6.00 Fay Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

The undersigned, as owner of **100** percent of record title of the above-designated oil and gas lease issued effective *(date)* **December 1, 1976**, hereby transfers and assigns to the assignee shown above, the record interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)* **(Sublette County, Wyoming)**

Township 29 North, Range 105 West, 6th P.M.
Section 7: E½
Section 22: N½
Section 28: N½
Section 35: S½

Containing 1280 acres, more or l

3 What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* **10**

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 In-tions; specify percentage.)*
none
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Perc only)* **five per cent (5%)**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created b which, when added to overriding royalties or payments out of production previously created and to the royalty p to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of 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 and are made in good faith.

Executed this 8 day of August, 1980

Robert D. Pennington
(Assignor's Signature)

Robert D. Pennington

P. O. Box 165
(Assignor's Address)

Casper, Wyoming 826
(City) (State) (Zip

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency 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 1980

By Harold G. Hamilton
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations
DEC 5 19
(Title) (Date)

ORIGINAL
004795

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this offic in accordance with the provisions of 43 CFR 3106

Clerk's

518

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Corporate Qualifications and Power of Attorney on file in W-56943
I certify that said Power of Attorney is still in effect and this instrument is executed solely on behalf of Phillips Petroleum Company, and that there is no agreement or understanding between Phillips Petroleum Company, as offeror or assignee, and myself, as its Attorney-in-Fact, or with any other person, either verbally or written, by which I or such other person have received, or am to receive, any interest in the lease or assignment when issued.

J. E. DOWNEY
Attorney-in-Fact for
Phillips Petroleum Company

Executed this **27th** day of **August**, 19 **80**

PHILLIPS PETROLEUM COMPANY

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).

J.E. DOWNEY (Assignee's Signature) **Attorney-in-Fac**

7800 E. Dorado Place, Englewood, Colorado
(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 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 mor than one assignment is made out of a lease, file a

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

If evidence of qualifications and ownership has pre been furnished as required by the above, reference b number of record in which it was filed together with a sta as to any amendments. Qualifications of assignee *mu* full compliance with the regulations (43 CFR

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by
ROBERT D. PENNINGTON
this 8th day of August, 0

Witness my hand and official seal.

Barbara G. Voss - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 21, 1984

Barbara G. Voss
Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 27th day of August, 1980, personally appeared before me J. E. DOWNEY, who, being by me duly sworn did say that he is the Attorney-in-Fac of PHILLIPS PETROLEUM COMPANY, and that said instrument was signed in behalf of PHILLIPS PETROLEUM COMPANY, by authority, and said J. E. DOWNEY, acknowledged to that he as such Attorney-in-Fact, executed the same.

Patricia A. Inbusch
NOTARY PUBLIC

My Commission Expires:
January 28, 1983

Residing at: Englewood, Colorado

[redacted] [redacted] [redacted]

Form 3100-5
(November 1975)

KINTZEL S - CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1593

Serial No. W 6139

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Phillips Petroleum Company
7800 East Dorado Place
Englewood, Colorado 80111

Jan 12 1981 8:00 A
60 Rec'd Page 520
6 cc Land Clerk County
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, 1977**, hereby transfers and assigns to the assignee shown above, the record interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)* **(Sublette County, Wyoming)**

Township 29 North, Range 106 West, 6th P.M.
Section 2: S½
Section 11: E½

Township 30 North, Range 106 West, 6th P.M.
Section 28: NE¼

Containing 800 acres

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* **1**

4. What part of the record title interest is being retained by assignor(s)? **none**

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage)* **none**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* **five per cent (5%)**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created by, or 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 8 day of August, 1980

Robert D. Pennington
(Assignor's Signature)

Robert D. Pennington

P. O. Box 165 (Assignor's Address)

Casper, (City) **Wyoming** (State) **82602**

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency 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

[redacted]

Assignment approved effective OCT 1 1980

By Harold D. Pennington
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

DEC 5 19
(Date)

0047794

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 3162.

520

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Corporate Qualifications and Power of Attorney on file in W-56943.
I certify that said Power of Attorney is still in effect and this instrument is executed solely on behalf of Phillips Petroleum Company, and that there is no agreement or understanding between Phillips Petroleum Company, as offeror or assignee, and myself, as its Attorney-in-Fact, or with any other person, either verbally or written, by which I or such other person have received, or am to receive, any interest in the lease or assignment when issued.

J. E. DOWNEY
Attorney-in-Fact for
Phillips Petroleum Company

Executed this 27th day of August, 1980

PHILLIPS PETROLEUM COMPANY

J.E. DOWNEY (Assignee's Signature) Attorney-in-Fact

7800 East Dorado Place, Englewood, Colorado 8011
(Address, include zip code)

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).

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 mor than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

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

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)

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by
ROBERT D. PENNINGTON

Witness my hand and official seal. this 8th day of August, 1980

Barbara G. Voss - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 21, 1984

Barbara G. Voss
Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 27th day of August, 1980, personally appeared before me J. E. DOWNEY, who, being by me duly sworn did say that he is the Attorney-in-Fact of PHILLIPS PETROLEUM COMPANY, and that said instrument was signed in behalf of said PHILLIPS PETROLEUM COMPANY, by authority, and said J. E. DOWNEY, acknowledged to me that he as such Attorney-in-Fact, executed the same.

PATRICIA L. FREDUN NOTARY PUBLIC

Patricia L. Fredun
NOTARY PUBLIC

My Commission Expires:
January 18, 1983

Residing at: Englewood, Colorado

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 69154

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Phillips Petroleum Company
7800 East Dorado Place
Englewood, Colorado 80111

182819

Jan 12 1981 8:00 A M
60 Dol
600 Land Yake
PAGE 522
by Dorothy M Thune

The undersigned, as owner of **100** percent of record title of the above-designated oil and gas lease issued effective *(date)* **November 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)* **Sublette County, Wyoming**

Township 30 North, Range 106 West, 6th P.M.
Section 19: E½
Section 29: All
Section 33: N½
Section 34: S½
Section 35: S½

Containing 1920.00 acres, more or less

3 What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* **100%**

4. What part of the record title interest is being retained by assignor(s)? **None**

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* **None**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* **Five Percent of Eight Eighths (5% of 8/8ths)**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8 day of August, 1980

Robert D. Pennington
(Assignor's Signature)

P. O. Box 165
(Assignor's Address)

Robert D. Pennington

Casper, (City) **Wyoming** (State) **82602** (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective OCT 1 1980

By Harold D. Stinchcomb
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations
(Title)

DEC 5 1980
(Date)

004796

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Claimant

522

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Corporate Qualifications and Power of Attorney on file in W-56943. I certify that said Power of Attorney is still in effect and this instrument is executed solely on behalf of Phillips Petroleum Company, and that there is no agreement or understanding between Phillips Petroleum Company, as offeror or assignee, and myself, as its Attorney-in-Fact, or with any other person, either verbally or written, by which I or such other person have received, or am to receive, any interest in the lease or assignment when issued.

J. E. DOWNEY
Attorney-in-Fact for
Phillips Petroleum Company

Executed this 27th day of August, 19 80

PHILLIPS PETROLEUM COMPANY

with acknowledgment added

This form is submitted in lieu of offic.al 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).

J.E. DOWNEY (Assignee's Signature) Attorney-in-Fact

7800 East Dorado Place, Englewood, CO 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

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 mor than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

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

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

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by ROBERT D. PENNINGTON

this 8th day of August, 19 80

Witness my hand and official seal.

Barbara G. Voss
Notary Public

Barbara G. Voss - Notary Public
County of Natrona, State of Wyoming
My Commission Expires Sept. 21, 1984

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 27th day of August, 1980, personally appeared before me J. E. DOWNEY, who, being by me duly sworn did say that he is the Attorney-in-Fact of PHILLIPS PETROLEUM COMPANY, and that said instrument was signed in behalf of said PHILLIPS PETROLEUM COMPANY, by authority, and said J. E. DOWNEY, acknowledged to me that he as such Attorney-in-Fact, executed the same.

Patricia L. Freburg
NOTARY PUBLIC

PATRICIA L. FREBURG NOTARY PUBLIC STATE OF COLO.

My Commission Expires:
January 18, 1983

Residing at: Englewood, Colorado

[redacted] 135-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 65287

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

• 182820 •

Phillips Petroleum Company
7800 East Dorado Place
Englewood, Colorado 80111

RECORDED Jan 12 '81 8:00 A.
BK 60 Misc 524
Fee $6.00 Lara J Yake
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)* **December 1, 1978**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)* **(Sublette County, Wyoming)**

Township 31 North, Range 106 West, 6th P. M.
Section 26: SW¼
Section 30: SE¼
Section 31: NE¼
Section 32: SW¼

Containing 640 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* **100%**

4. What part of the record title interest is being retained by assignor(s)? **none**

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* **none**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* **Four Per Cent of Eight-Eighths (4% of 8/8)**

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 8 day of August, 1980

Robert D. Pennington
(Assignor's Signature)
Robert D. Pennington

P. O. Box 165
(Assignor's Address)

Casper (City) **Wyoming** (State) **82602** (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective OCT 1 1980

004801

By Harold G. Stinehour
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

DEC 5 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 3165

524

Claimant

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Corporate Qualifications and Power of Attorney on file in W-56943. I certify that said Power of Attorney is still in effect and this instrument is executed solely on behalf of Phillips Petroleum Company, and that there is no agreement or understanding between Phillips Petroleum Company, as offeror or assignee, and myself, as its Attorney-in-Fact, or with any other person, either verbally or written, by which I or such other person have received, or am to receive, any interest in the lease or assignment when issued.

J. E. DOWNEY
Attorney-in-Fact for
Phillips Petroleum Company

Executed this 27th day of August, 1980

PHILLIPS PETROLEUM COMPANY

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).

J. E. DOWNEY (Assignee's Signature) Attorney-in-Fact

7800 East Dorado Place, Englewood, Colorado 8011
(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 mor than one assignment is made out of a lease, file a

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)

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)

...mineral interests, royalties, and operating agreements. ...ing of his citizenship and holdings must be furnished.

State of Wyoming
County of Natrona
} ss.

The foregoing instrument was acknowledged before me by ROBERT D. PENNINGTON

this 8th day of August, 1980

Witness my hand and official seal.

Barbara G. Voss - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 21, 1984

Barbara G Voss
Notary Public

My Commission Expires

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 27th day of August, 1980, personally appeared before me J. E. DOWNEY, who, being by me duly sworn did say that he is the Attorney-in-Fact of PHILLIPS PETROLEUM COMPANY, and that said instrument was signed in behalf of said PHILLIPS PETROLEUM COMPANY, by authority, and said J. E. DOWNEY, acknowledged to me that he as such Attorney-in-Fact, executed the same.

PATRICIA L. FREBURG NOTARY PUBLIC

Patricia L Freburg
NOTARY PUBLIC

My Commission Expires:
January 18, 1983

Residing at: Englewood, Colorado

[redacted] [redacted] [redacted]

PARTIAL ASSIGNMENT OF FEDERAL OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

This Assignment is entered into this 22nd day of July, 1980, by and between NORTHWEST EXPLORATION COMPANY (hereinafter referred to as "Northwest"), One Park Central, Suite 1487, Denver, Colorado 80202, and ENERGETICS, INC. (hereinafter referred to as "Assignee"), 102 Inverness Terrace East, Englewood, Colorado 80112.

WITNESSETH THAT:

WHEREAS, Northwest is the owner of all of the record title of those certain Federal Oil and Gas Leases set out in Exhibit "A", attached hereto and made a part hereof, only insofar as said leases cover the lands described in Exhibit "A".

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Northwest does hereby assign, transfer and convey to Assignee sixty percent of one hundred percent (60% of 100%) of its working interest and operating rights in and to those certain Federal Oil and Gas Leases set out in Exhibit "A", insofar and only insofar as said leases cover the lands described in Exhibit "A" from the surface of the ground to the stratigraphic equivalent of the deepest depth, 11,694 feet, penetrated by the Federal 30-15 Well located on Section 15, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming.

This Assignment is made subject to the following:

1. Northwest excepts from this Assignment the overriding royalty interests for each lease as listed in Exhibit "A" which was previously reserved therefrom.

2. Northwest also reserves for itself, its successors, and assigns, all right, title, interest and estate below the depth assigned, including the right of ingress and egress and all rights essential to the full exploration, drilling, development and production of its products covered thereby below the depth assigned. Each party shall conduct its operations on said lands so as to interfere as little as possible with the operations of the other.

3. The reservations contained hereby shall be effective not only as to the leasehold estate assigned but also as to any extensions or renewals thereof.

182821

RECORDED June 12 1981 8:00 A M
IN BOOK 66 Ops PAGE 526
FEES $8.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stine

This Assignment is made without any warranty, either express or implied.

IN WITNESS WHEREOF, Northwest has executed this Assignment as of the day and year first above written.

ATTEST:

By: Betty R. Burnett
Assistant Secretary

NORTHWEST EXPLORATION COMPANY

By: D. J. Eckelberg
Vice President

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
County of Denver)

On this 22nd day of July, 1980, before me personally appeared D. J. Eckelberg, to me personally known, who, being by me duly sworn, did say that he is the Vice President of NORTHWEST EXPLORATION COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. J. Eckelberg acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 22nd day of July, A.D. 1980.

August 11, 1980
My Commission Expires

Una C. Hanson
Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached hereto and made a part hereof that certain Partial Assignment of Federal Oil and Gas Leases dated July 22, 1980, between Northwest Exploration Company and Energetics, Inc.

Serial Number	Effective Date	Lands Covered	Previous ORRI
1. W-54136	April 1, 1976	Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming Section 14: All	5% of 8/8ths
2. W-53093	January 1, 1976	Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming Section 10: All	5% of 8/8ths
3. W-40980	September 1, 1973	Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming Section 13: N½	4% of 8/8ths

528

Producers 88 1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of November, 19 80 by and between

Chauncy Clark and Mary Clark, a husband and wife,

---------- , of Pinedale, Wyoming 82941

hereinafter called lessor (whether one or more) and Lang & Martin Ltd., 550 Petroleum Bldg., Denver, Colorado 80202---------- hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ Ten and More cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette , State of Wyoming , described as follows, to-wit:

See Exhibit "A" attached hereto, and made a part hereof, and signed for identification

of Section XXXXXXXXXX, Township XXXXXXXXXXXXXXX, Range XXXXXXXXXXXX, and containing --283.63-- acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ~~XX~~ eight years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. 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 of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

3. 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 leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(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, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. 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 First National Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of --------Two hundred eighty three and 63/100---------- DOLLARS ($ ---283.63---) 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 rental 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.

5. Lessee, at its option, is hereby given the right and power at any time an from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease, such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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 ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by his operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. 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.

9. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

10. 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.

[redacted] [redacted] [redacted]

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

J. Chauncey Clark
Chauncy Clark S.S.#520-34-9297

Mary P. Clark
Mary Clark S.S.#520-42-9901

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 22nd day of December, 19 80, before me, personally appeared J. CHAUNCEY CLARK and MARY P. CLARK, husband and / wife to me known to be the person S described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

Faye Hammons
Notary Public.

STATE OF
COUNTY OF } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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 to me that ..... executed the same as ..... free act and deed.

My commission expires:

.....
Notary Public.

Oil and Gas Lease

No. .....

FROM .....

TO .....

.....

Dated ....., 19....

No. Acres .....

..... County

Term .....

This instrument was filed for record on the 14th day of June, 1981, at 8:00 o'clock A M., and duly recorded in Book 6 O, Page 529 - of the O & G records of this office.

Laura J. Clark
Register of Deeds.
By Clarene Mayo McClure Deputy

When recorded return to

8:00

STATE OF .....
COUNTY OF..... } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this ..... day of ..... in the year ....., before me, a Notary Public, personally appeared .....

known to me 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.

My commission expires:

.....
Notary Public.

Exhibit "A"

Attached hereto and made a part hereof that certain oil and gas lease entered into the 10th day of November, 1980 by Chauncy Clark and Mary Clark, a husband and wife, as lessors and Lang & Martin Ltd. as lessees and covering lands described as follows:

Township 33 North, Range 109 West of the 6th P.M.
Section 6: Lots 3 and 4, SW¼NE¼, SE¼NW¼, EXCEPTING THAT PART OF THE SE¼NW¼ of Section 6, T33N, R109W, 6th P.M., more particularly described as follows, to-wit:
Begin at a point on the North-South centerline of said Section 6, N.00°26'38"E., a distance of 408.18 feet from the center one-quarter section corner of said section 6;
Thence proceed N.00°26'38"E., a distance of 634.97 feet;
Thence proceed N.89°21'20"W., a distance of 686.01 feet;
Thence proceed S.00°26'38"W., a distance of 634.97 feet;
Thence proceed S.89°21'20"E., a distance of 686.01 feet to the point of beginning;

Township 33 North, Range 110 West of the 6th P.M.
Section 1: N½ of Lot 1 and the SE¼ of Lot 1

Township 34 North, Range 109 West of the 6th P.M.
Section 31: Lots 3 and 4, SE¼SW¼
All in Sublette county, Wyoming and containing 283.63 acres more or less.

Signed for identification: L. Chauncy Clark
Chauncy Clark S.S.#520-34-9297

Mary P. Clark
Mary Clark S.S.#520-42-9901

ASSIGNMENT

This assignment, dated effective December 30, 1980, is from BARBER OIL EXPLORATION, INC., a Delaware corporation ("BOE") to PARTNERSHIP PROPERTIES CO., a Colorado general partnership ("PPC"), Energy Center One, 717 - 17th Street, Denver, Colorado 80202.

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BOE hereby grants, assigns and conveys to PPC the oil and gas interests described in Exhibit A attached hereto and made a part hereof together with all rights incident or appurtenant thereto and all personal property and fixtures thereon, appurtenant thereto or used or obtained in connection therewith, and subject to no liens, burdens or encumbrances other than those described in Exhibit A (the "Assigned Interests"). As used in Exhibit A, the "Operating Interest" of any described interest is the portion of the development and operating costs of the entire leasehold borne by such interest and the "Net Revenue Interest" of any described interest is the portion of the production or proceeds of production of hydrocarbons from the described land attributable to such interest.

For the same consideration, BOE covenants that BOE, its successors and assigns, will warrant and defend PPC, its successors and assigns, against the claims of all parties claiming the Assigned Interests or any portion thereof by, through or under BOE, and BOE hereby assigns to PPC and subrogates PPC to any and all warranties for the benefit of BOE relating to the Assigned Interests or any portion thereof.

For the same consideration, BOE hereby quitclaims to PPC all right, title and interest of BOE in, to and under the land described in Exhibit A; the oil and gas leases described in Exhibit A; all spacing or production units containing any portion of said land or leases; all wells located on such land, leases or units and the production and proceeds therefrom; all personal property, fixtures, equipment and improvements located on, attached to or appurtenant to such land, leases, units or wells; and all rights related, incident or appurtenant to such land, leases, units, wells and property, including, without limitation, leases, permits, easements, licenses and orders.

The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the

182881

Jan. 14 '81 8:00 A.M.
IN BOOK 60 Q & L PAGE 532
FEES $10.00 Law of Utah
by Dorothy M. Lewis

1

nature and extent of BOE's warranty and shall not be deemed to ratify or create any rights in third parties.

Unless otherwise stated, all recording references in Exhibit A are to the real property records of the county or counties in which the lease or land to which such recording reference relates is located.

This assignment is executed in multiple counterparts which are identical except that to facilitate recording, the counterparts filed for recording shall have attached thereto only that portion of Exhibit A describing land located in the county or counties where such counterpart is filed for recording.

This assignment shall bind and inure to the benefit of BOE, PPC and their respective successors and assigns.

Executed in Denver, Colorado, as of December 30, 1980.

ATTEST:

BARBER OIL EXPLORATION, INC.

William O'Connell
Assistant Secretary

By
Vernon A. Isaacs, Jr.
Vice President

(SEAL)

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 Vernon A. Isaacs, Jr. and William O'Connell, personallly 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 Assistant Secretary, respectively, of

BARBER OIL EXPLORATION, INC., a Delaware corporation, the corporation described in and that executed the foregoing instrument, and who, being duly sworn by me, stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expresed, on behalf of and as the act and deed of said corporation, on the day and year herein mentioned, that they were duly authorized in their respective capacities, by virtue of resolution of the board of directors of said corporation, to execute the foregoing instrument for and in the name and on behalf of said corporation and that said corporation executed the same.

Given under my hand and official seal this 30th day of December, 1980.

My commission expires August 11, 1982.

Barbara Goldstein
Barbara Goldstein, Notary Public

(SEAL)

This instrument prepared by:
William D. Watson, Esquire
Holme Roberts & Owen
1700 Broadway
Denver, Colorado 80290

BOE LEASE NUMBER	LESSOR	LEASE DATE	RECORDATION BOOK	PAGE	DESCRIPTION

Greater La Barge Prospect, Sublette County, Wyoming
Bird Canyon Federal Well #2-23

All of the right, title and interest of BOE in and to the following:
An overriding royalty interest of .0078125 in and to all the oil, gas, and other minerals produced, saved, and sold to the credit of the following described leases:

USA W-54914	6/1/76		T27N, R112W, Section 23: W/2
USA W-58384	4/1/77		T27N, R112W, Section 23: NE/4 N/2 SE/4

OPERATING INTEREST	-0-
NET REVENUE INTEREST	.00781250 (ORRI)

535

Producers 88 Spec.– 0
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 5th day of January, 19 81 by and between

William D. Thomas and Kathryn H. Thomas, husband and wife,
1304 Marchant Street
Rock Springs, Wyoming 82901
of ..... , hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoming 82602 ..., hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ---Ten and More---------- DOLLARS

($10.00----), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

Township 32 North, Range 108 West, 6th P.M.
Section 22: N½SE¼, SW¼
Section 25: NW¼NE¼, N½NW¼

RECORDED January 15 1981 8:00 A M
IN BOOK 60 Oil & Gas PAGE 336
FEES $ 6.00 Linda Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of ~~Section~~ five (5) ~~Township~~ ~~Range~~ and containing 360.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~five~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Security Bank at Rock Springs, Wyoming 82901, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Sixty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

William D. Thomas (SEAL)
William D. Thomas

Kathryn H. Thomas (SEAL)
Kathryn H. Thomas

(SEAL)

(SEAL)

(SEAL)

STATE OF *WYOMING*
COUNTY OF *SWEETWATER* } 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 8 day of Jan., 19 81 personally appeared *William D. Thomas and Kathryn H. Thomas, husband and wife,*

and

to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that *they* duly executed the same as *their* free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires April 6, 1981

Notary Public.

Residing at Sweetwater County, Wyo.

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

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

LEES & COMPTA ABSTRACT MACHINE
IN BOOK COMPTA CLERK
RECORDED PAGE
AT 10 M.

No.

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the

day of , 19 , at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] ASSIGNMENT OF OVERR[redacted] ROYALTY AFFECTING [redacted]
UNITED STATES OIL AND GAS LEASE W-70455
DISTRICT LAND OFFICE Bureau of Land Management
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That James N. Kimball

1057 East 900 South Salt Lake City, Utah 84105

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	PERCENTAGE
Andy Pierce	1057 East 900 South Salt Lake City, Utah 84105	3.75%

BEING IN ALL A TOTAL OF AN UNDIVIDED 3.75 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 110 W, 6th Prin Mer
Sec 2 - Lots 1,2,3,4, S½N½, S½
Sec 3 - Lots 1,2,3,4, S½N½, S½
Sec 11 - all
Sec 30 - Lots 1,2,3,4, E½W½
Sec 31 - Lots 1,2,3,4, E½W½

Containing 2550.92 Acres,

WITNESS our hands this 12th day of January, 19 81.

ASSIGNOR: James N. Kimball

STATE OF Utah)
ss.
COUNTY OF Salt Lake)

On the 12th day of January, 19 81, before me personally appeared James N. Kimball, the signor of the above instrument, who duly acknowledged to me that he executed the same

Lesli A. Chase
NOTARY PUBLIC:

MY COMMISSION EXPIRES: March 29, 1981 Residing in Salt Lake City

NOTARY PUBLIC STATE OF UTAH

L 127 138

RECORDED Jan 15 1981 8:00 A M
IN BOOK 60 O&G PAGE 538
FEES $6 Lesli A Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Laurie

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of the 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 (s) 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 assignment said person.

WITNESS: Patricia Benion ASSIGNEE: A. G. P.

_____ _____

_____ _____

_____ _____

RECD DED _____ 19 _____ F

IN BOOK _____ PAGE _____

FEES $ _____ COUNTY CLERK

KINTZEL BLUE PRINT CO.

No. 950C.
FORM 88 UNIT-WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 16th day of December, 19 80, by and between Robert A Springman and Wilda Springman, husband & wife P.O. Box 749, Big Piney, Wy 83113, 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 Ten and no/100 Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 30 North, Range 113 West, 6th PM
Section 19: Lot 4
Section 30: Lots 1,2,3, E½NW¼, NE¼SW¼, W½E½

Ra's

Containing seven 455.34 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in State Bank of Big Piney Bank at Big Piney, Wy 83113 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 Four hundred fifty-five and 34/100---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon 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 herein provided; and in this 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 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 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 Robert A. Springman & Wilda Springm one of the above named lessors, in the manner herein stated.

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, and each of them if there be more than one, hereby release and waive the right of homestead

20. With respect to and for the purpose of this lease lessor,

WHEREOF witness our hands, as of the day and year first above written.

There is contained herein the option to renew this lease for an additiona period of 3 years at the same bonus figure paid for this 7 year lease, other terms remaining the same.

x Robert A. Springman
Robert A. Springman

x Wilda Springman
Wilda Springman

5-40

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 17th day of DECEMBER, 1980, personally appeared Robert A. Springman & Wilda Springm

and

, to me known to be the identical person S, described in and who execut the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their fr and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires JAN. 10, 1983

Kathleen A. Kenney
Notary Public.

State of }
County of } ss.

by The foregoing instrument was acknowledged before me this day of 19

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
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. 182296

FROM

TO

Dated, 19

Acres

County

m

This instrument was filed for record on the 15th day of January, 19 81, at 1:45 o'clock P M., and duly recorded in Volume 60 Oil & Gas Page 540

of the records of this office.

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT

STATE OF WYOMING

COUNTY OF SUBLETTE

On March 22, 1979, I, GLORIA URRUTIA, formerly GLORIA U. GILLIS, executed an Assignment affecting record title to oil and gas lease in behalf of JOHN J. CHRISTMANN concerning property described as follows:

Township 36 North, Range 112 West, Section 26: SW/4SW/4, Section 35: SW/4NE/4, NW/4, SE/4, Sublette County, Wyoming, containing 400.00 acres.

Township 28-North, Range 103-West, Section 31: E/2, E/2NW/4, Township 28-North, Range 104-West, Section 24: S/2SE/4, Section 25: NE/4, Sublette County, Wyoming, containing 640.00 acres.

In connection with that assignment, I retained a five percent (5%) overriding royalty or production payment.

For value received, I, GLORIA URRUTIA, formerly GLORIA U. GILLIS, of the County of Bexar, State of Texas, hereby grant, sell, transfer, and assign to CHARLES T. GILLIS of the County of Bexar, State of Texas, one-half (1/2) of the five percent (5%) overriding royalty or production payment interest I retained in the above-mentioned properties. To have and to hold unto CHARLES T. GILLIS, his legal representatives, successors and assigns forever in accordance with the terms and the provisions of the lease and my interest retained.

122102

RECORDED January 16 1981 8:00 A M
BOOK 60 D & L PAGE 542
FEES 6.00 Dorothy M Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

DATED this the 3rd day of ~~November~~ December, 1980.

Gloria Urrutia
GLORIA URRUTIA formerly
GLORIA U. GILLIS

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared GLORIA URRUTIA, formerly GLORIA U. GILLIS, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of ~~November~~ December, 1980.

NOTARY PUBLIC in and for the
State of Texas

My commission expires:

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 03944

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Hyssia Petroleum Corporation

Address *(include zip code)*
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 73112

The undersigned, as owner of **100** percent of the record title of the above-designated oil and gas lease, 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 109 West
Section 19: Lots 1,2,3,4, E½, E½W½
being 653.13 acres

182905

RECORDED January 16, 1981 10:30 A.M.
IN BOOK 60 D & D PAGE 544
FEE $6.00 Lacey Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurie

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5% of 100%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. 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 12th day of August, 1980.

Albert W. Shafer
(Assignor's Signature)

Albert W. Shafer
6 La Canada
St. Helena, California 94574
(Assignor's Address)

St. Helena, Ca. 94574
(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 effective OCT 1 1980

By Glenna M. Jane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 9 1981
(Date)

003772

11233-1

If more space is required, additional sheets may be used. Any reproductions must be clear copies of both sides of this official form

544

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. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number o the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of othe parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Mac agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of an drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under signed's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee'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 th United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdicti on.

INSTRUCTIONS

assignment is filed, a signed statemer parties who will have a after th

STATE OF Colorado)
:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Albert W. Shafer

On the 12th day of August, 1980.

WITNESS my hand and official seal.
My Commission Expires: May 19, 1981

Marcia L Kimble
Notary Public

The Privacy Act of 1974 and the regulation ... provide that you be furnished the following information ... connection with information required by this assignment and request for approval.

AUTHORITY 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE -- The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

U.S. Government ... Office: 1980-677-654/407

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto HOWARD E. MARLOW, Suite 130, 3525 South Tamarac, Denver, Colorado 80237, 5/6 and RONALD E. HANDO, 11063 Claire Circle, Northglenn, Colorado 80234, 1/6, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein descri then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 1st day of December, 1980

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary — Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of December, 19 80, 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

122012

RECORDED January 19 1981 11:00 A.M.
IN BOOK 60 Ovt PAGE 546
FEES $6.25 Lori J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

546

from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E. Hando

SCHEDULE "A"

Lease No.	Lessor	Lessee	Date	Description
11376-1	U.S.A. W-42280	Andrian W. Vander Pyl	12-1-73	Lots 3, 4, E/2 SW/4, SE/4 Section 18, Lots 1, 2, 3, 4, E/2, E/2 W/2 Section 19-28N-109W Sublette County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING W-80,693

UNITED STATES OIL AND GAS LEASE USA-W-38508

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg, 1050 17th Street, Suite 1950, Denver, Colorado 80203

, Assignor (whether one or more) for the sum of Ten Dollars ($ 10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.125% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.125% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.125% of 8/8ths

Being in all a total of an undivided .375% of 8/8ths (Three eighths of one percent of eight eighths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 27N - R 114W, 6th P.M.
Sec. 35: E½SW¼

182924

RECORDED January 20 1981 8:00 AM
IN BOOK 60 Oil & Gas PAGE 548
FEES 6.25 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

Containing 80.00 acres, more or less.

WITNESS our hands this JAN 18 1980 day of , 19

Witnesses:

Celeste C. Grynberg (Spouse)

Jack J. Grynberg

STATE OF COLORADO
COUNTY OF DENVER } ss.

On the JAN 18 1980 day of , 19, before me personally appeared Jack J. Grynberg and Celeste C. Grynberg the signer S of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing in Denver Colo

My commission expires:
My Commission expires Dec. 13, 1981.

My Commission expires Dec. 13, 1981

5-48

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. 192.33.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Moshe I. Ettinger ..... as to .....

MOSHE I. ETTINGER
1955 S. KEARNEY WAY
DENVER, CO 80224

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

Assignee:

..... as to .....
Celeste C. Grynberg (Co-Trustee)

..... as to .....
Dean G. Smernoff (Co-Trustee)

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING W-60,171

UNITED STATES OIL AND GAS LEASE USA-W-21149

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, THAT Jack J. Grynberg, 1050 17th Street, Suite 1950, Denver, Colorado 80203

....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.3333% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.3333% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.3334% of 8/8ths

Being in all a total of an undivided 1.0% of 8/8ths (One percent of eight eighths) .....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 27N - R 107W, 6th P.M.
Sec. 28: All
Sec. 30: Lots 1, 2, 3, 4, E½W½, E½
Sec. 32: All
Sec. 34: All

RECORDED January 20 1981 8:00
IN BOOK 60 Oil & Gas PAGE 550
FEES 6.25 Lois Lake COUNTY CLE
SUBLETTE COUNTY CLERK

Containing 2546.56 acres, more or less.

WITNESS our hands this JAN 18 1980 day of ....., 19.....

Witnesses:

Celeste C. Grynberg (Spouse)

Jack J. Grynberg

STATE OF COLORADO } ss.
COUNTY OF JAN 18 1980 DENVER

On the ..... day of ....., 19....., before me personally appeared Jack J. Grynberg and Celeste C. Grynberg, the signer.S of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing in .....

My commission expires:
My Commission expires Dec. 13, 1981

550

5-51

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT TO 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:

Moshe I. Ettinger ..... as to Celeste C. Grynberg (Co-Trustee)

MOSHE I. ETTINGER
1999 S. BANNOCK WAY
DENVER, CO 80223

..... as to Dean G. Smernoff (Co-Trustee)

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

W-80,721

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE USA-W-38886

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg, 1050 17th Street, Suite 1950, Denver, Colorado 80203

, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.4167% of 8/8ths of 50.00%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.4167% of 8/8th of 50.00%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.4166% of 8/8th of 50.00%

Being in all a total of an undivided 1.25% of 8/8ths of 50.00% (One and one quarter percent of eight eighths of fifty 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 29N - R 114W, 6th P.M.
Sec. 1: Lots 1, 2, 3, 4, S½NW¼, N½SW¼
Sec. 2: Lots 1, 4, SE¼NE¼, SW¼NW¼, NE¼SE¼
Sec. 11: SW¼NE¼, SE¼
Sec. 12: NW¼SW¼, S½S½
Sec. 13: All

126

RECORDED January 20 1981 8:00 AM
IN BOOK 60 Oil & Gas PAGE 552
FEES 6.25 Lois Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

Containing 1498.69 acres, more or less.

WITNESS our hands this JAN 18 1980 day of , 19

Witnesses:

Celeste C. Grynberg (Spouse)

Jack J. Grynberg

STATE OF COLORADO } ss.
COUNTY OF DENVER

JAN 18 1980

On the day of , 19, before me personally appeared Jack J. Grynberg and Celeste C. Grynberg, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing in

My commission expires:
My Commission expires Dec. 13, 1981

552

41

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:

Moshe D. Ettinger as to Celeste C. Grynberg (Co-Trustee)

MOSHE D. ETTINGER
7950 E. KEARNEY WAY
DENVER, CO 80237

Dean G. Smernoff as to Dean G. Smernoff (Co-Trustee)

as to

as to

as to

as to

as to

as to

as to

as to

as to

W-80,557

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE USA-W-34473

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg, 1050 17th Street, Suite 1950, Denver, Colorado 80203

....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	1.0% of 8/8ths of 50.00%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	1.0% of 8/8ths of 50.00%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	1.0% of 8/8ths of 50.00%

Being in all a total of an undivided 3.0% of 8/8ths of 50.00% (Three percent of eight eighths of fifty 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 29N - R 114W, 6th P.M.
Sec. 24: W½NE¼, SW¼, N½SE¼

127

RECORDED January 20 1981 8:00 AM
IN BOOK 60 Oil & Gas PAGE 554
FEES 6.25 Lind Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

Containing 320.00 acres, more or less.

WITNESS our hands this JAN 18 1980 day of ....., 19.....

Witnesses:

Celeste C. Grynberg (Spouse)

Jack J. Grynberg

STATE OF COLORADO } ss.

COUNTY OF DENVER

JAN 18 1980

On the ..... day of ....., 19....., before me personally appeared Jack J. Grynberg and Celeste C. Grynberg to me known to be the person s described in and who executed the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

My commission expires:

My Commission expires Dec. 13, 1981

Residing in Golden, Colo.

554

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:

Moshe I. Ettinger

MOSHE I. ETTINGER
1955 S. KEARNEY WAY
DENVER, CO 80224

Assignee:

as to Celeste C. Grynberg (Co-Trustee)

as to Dean G. Smernoff (Co-Trustee)

as to .....

as to .....

as to .....

as to .....

as to .....

as to .....

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE See Exhibit "A" Attached Hereto

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg, 1050 17th Street, Suite 1950, Denver, Colorado 80203

....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.067% of 8/8ths of 50.00%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.067% of 8/8ths of 50.00%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	.066% of 8/8ths of 50.00%

Being in all a total of an undivided .20% of 8/8ths of 50.00% (One fifty of one percent of eight eighths of ifity 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:

SEE EXHIBIT "A" ATTACHED HERETO

128

RECORDED January 20 1981 8:00 AM
IN BOOK 60 Oil & Gas PAGE 556
FEES 8.75 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

Containing.....acres, more or less.

JAN 18 1980

WITNESS our hands this.....day of....., 19.....

Witnesses:

Celeste C. Grynberg (Spouse)

Jack J. Grynberg

STATE OF COLORADO } ss.

COUNTY OF DENVER

JAN 18 1980

On the.....day of....., 19....., before me personally appeared Jack J. Grynberg and Celeste C. Grynberg to me known to be the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

My commission expires:

My Commission expires Dec. 13, 1981

Residing in Littleton, Colo.

5-37

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:

Moshe I. Ettinger as to

MOSHE I ETTINGER
1955 S KEARNEY WAY
DENVER, CO 80224

Assignee:

Celeste C. Grynberg as to Celeste C. Grynberg (Co-Trustee)

Dean G. Smernoff as to Dean G. Smernoff (Co-Trustee)

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

EXHIBIT "A"

Lease No.	Lease No. (name)	Effective
W-80,740	USA-W-39376	5/1/73

T 28N - R 111W, 6th P.M.
Sec. 9: W½NE¼, W½, NW¼SE¼

Containing 440.00 acres, more or less.

6-80

W-80,684	USA-W-38072	2.1.73

T 29N - R 111 W, 6th P.M.
Sec. 2: Lots 14, 15
Sec. 3: Lots 15, 17, 18
Sec. 4: Lots 10
Sec. 9: NE¼NE¼, SE¼SE¼
Sec. 15: W½
Sec. 27: NE¼, NE¼NW¼
Sec. 28: Lot 5

6-80

Contains 770.69 acres, more or less.

559

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE See Exhibit "A" Attached Hereto

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, THAT Jack J. Grynberg, 1050 17th Street, Suite 1950, Denver, Colorado 80203

....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	1.6667% of 8/8th
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	1.6667% of 8/8th
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	1050 17th Street, Suite 1950, Denver, Colorado 80265	1.6666% of 8/8th

Being in all a total of an undivided 5.0% of 8/8ths (Five percent of eight eighths) .....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

184929

RECORDED January 20 1981 8:00 AM
IN BOOK 60 Oil & Gas PAGE 559
FEES 8.25 Linda Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

Containing.....acres, more or less.

JAN 18 1980

WITNESS our hands this.....day of.....19.....

Witnesses:

Celeste C. Grynberg (Spouse)

Jack J. Grynberg

STATE OF COLORADO }
COUNTY OF DENVER } ss.

JAN 18 1980

On the.....day of....., 19....., before me personally appeared Jack J. Grynberg and Celeste C. Grynberg

the signer.S... of the above instrument, who duly acknowledged to me that.....they.....executed the same.

My commission expires:
My Commission expires Dec. 13, 1981

Notary Public

Residing in Denver

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:

Moshe I. Ettinger ..... as to .....

MOSHE I. ETTINGER
1955 S. KEARNEY WAY
DENVER, CO 80224

..... as to .....

..... as to .....

Assignee:

..... as to .....
Celeste C. Grynberg (Co-Trustee)

Dean G. Smernoff ..... as to .....
Dean G. Smernoff (Co-Trustee)

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

EXHIBIT "A"

Our No.	Lease No. (name)	Effective
W-60,202	USA-W-32491	2/1/72

T 30N - R 114W, 6ht P.M.
Sec. 13: N½, N¼S¼, S¼SW¼

Containing 560.00 acres, more or less.

W-7710	USA-W-29414	7/1/71

T 30N - R 114W, 6th P.M.
Sec. 7: Lots 1, 2, E½NW¼

Containing 157.56 acres, more or less.

11-4.w-03
Producers 88 Spec.-- U
Wyoming

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 8th day of December, 19 80

Boulder Hay, Inc., a Wyoming Corporation,
1578 Alisal Avenue
San Jose, California 95125

of , hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoming 82602, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of

Ten and more----------

$ 10.00--- , cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto lessee the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and the exclusive right of telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of said oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit:

Township 32 North, Range 108 West, 6th P.M.
Section 13: NE¼, NW¼NW¼

182947

RECORDED Jan 22 1981 8:00 A.M.
BOOK 60 D&S PAGE 562
Geo Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

of XXXXX XXXXXX XXXXXX five (5) and containing 200.00 acres more or less.

It is agreed that this lease shall remain in force for a term of XXX years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day the oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and which are not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one eighth, at the market price as above for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National of Pinedale Bank at Pinedale, Wyoming 82941, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of ---Two Hundred and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon each resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue hereunder as to lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the location, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or sublease lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of all parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay 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 hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in the county where said bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the land covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based on production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the land covered by the unit plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

ATTEST: Upon Location, Secretary
SEAL 1978 WYOMING

BOULDER HAY, INC. (SEAL)

By: John E. Danze, President

562

STATE OF WYOMING
COUNTY OF SWEETWATER } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, [illegible] a Notary Public, in and for said County and State on this day of [illegible], 19[illegible] personally appeared [illegible]

and [illegible], to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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 March 22, 1983

Notary Public.

Residing at [illegible]

STATE OF _____ } ss.
COUNTY OF _____ }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19____ personally appeared _____

and _____, to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Residing at _____

State of CALIFORNIA
County of ~~Santa Clara~~ ALAMEDA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 15th day of December, A. D. 19 80, before me personally appeared John E. Danze, to me personally known, who, being by me duly sworn, did say that he is the President of Boulder Hay, 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 John E. Danze acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of DECEMBER, A. D. 19 80

(SEAL)

LORRAINE O. GLIDEWELL
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires Aug. 30, 1981

Linda D. Glidewell
Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

Dated _____

No Acres _____

_____ County.

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

RESOLUTION OF

KINTZEL BLUE PRINT CO.

BOULDER HAY, INC.

Whereas, we, the Board of Directors of *Boulder Hay, Inc.*

which is the owner of approximately *200.00* acres of

Sublette County, Wyoming lands, are this day in special meeting assembled, and

Whereas, *Thomas F. Stroock* is desirous of securing

a lease of said lands for a period of *five (5)* years for the purpose of prospecting for oil and gas and has this day presented to us, the said Board of Directors of said corporation, a written and printed form for our approval setting out the terms and conditions of said proposed lease, and

Whereas, we, the said Board of Directors, feel that it will be to the benefit and best interests of said corporation and all persons interested therein that said lease be executed.

Now therefore be it resolved, that the President and Secretary shall, and they hereby are authorized, instructed, and directed to, enter into a lease in the name of, and in behalf of this company, with

Thomas F. Stroock for a period of *five (5)* years for the lands and for the price and upon the terms and conditions contained in the written lease submitted by the said

*Thomas F. Stroock*on this *December 8, 1980*, a true and exact copy which is now on file in the company office with the secretary of said corporation.

THE STATE OF: *WYOMING*
} ss.
COUNTY OF: *SUBLETTE*

We *John E Dunzle*, as President and *William S. Kelley* as Secretary of the *Boulder Hay Inc.*, a corporation, do hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of said company (as it appears from the Minute Book of said corporation and now before us), duly adopted at a special meeting of said Board of Directors held on the *8th day of December*, at *by telephone with Bio Dunzle* at its principal office at

at which said meeting the entire Board of Directors of said corporation were present: that at the said meeting, said resolution was regularly proposed, voted upon, and adopted by the unanimous vote of all the said Directors.

Witness our hands and seal of said corporation this *December 8, 1981*

BOULDER HAY, INC. CORPORATE SEAL 1978 WYOMING

John E Dunzle
President

ATTEST: *George Dunzle*

Secretary *William S. Kelley*

9H-4-07

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 2nd day of January, 1981 by and between

Irene Gookin, aka Irene Kaiser Gookin, and Herman Gookin, wife and husband,
Apartment B-15, Homes on the Range
Roundup, Montana 59072

of , hereinafter called lessor (whether one or more) and

Thomas F. Stroock
P.O. Box 2875, Casper, Wyoming 82602

of , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----Ten and more---------- DOLLARS ($ 10.00---), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

Township 32 North, Range 108 West, 6th P.M.
Section 25: N½NW¼, NW¼NE¼

RECORDED Jan 22 1981 8:00 A.M.
BOOK 60 Oil & G PAGE 565
6:00 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M'Kleene

118

of XSectionX Township Range five (5) and containing 120.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Security Bank at Roundup, Montana 59072, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Twenty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

x Irene Kaiser Gookin (SEAL)
Irene Kaiser Gookin

(SEAL)

(SEAL)

Herman Gookin (SEAL)

(SEAL)

(SEAL)

565

566

STATE OF MONTANA
COUNTY OF Musselshell } 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 1-13, 19 81 personally appeared Irene Gookin, aka Irene Kaiser Gooki and Herman Gookin, wife and husband,

and

to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as 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 3-15-82

Kenneth D. Kendrick
Notary Public.

Residing at Roundup, Montana

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 24th day of October 19 80, by and between

LITTLE SANDY GRAZING ASSOCIATION, a Wyoming Corporation
P. O. Box 94, Kinnear, Wyoming 82516

of , hereinafter called lessor (whether one or more), and

ENERGY RESERVES GROUP, INC. of Denver, Colorado 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, does hereby grant, lease and let 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 products, 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 lands, 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, described as follows, to-wit:

TOWNSHIP 27 NORTH, RANGE 104 WEST
Section 7: SE¼NE¼, N½SE¼, SW¼SE¼
Section 18: E½NW¼, NW¼NE¼, NE¼SW¼
Section 19: Lot 3

TOWNSHIP 27 NORTH, RANGE 105 WEST
Section 24: SE¼NE¼, SE¼
Section 25: NW¼NE¼, NE¼NW¼

containing the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor whether same be correctly described or whether or not the same be embraced within the boundaries of any survey mentioned herein. For all purposes of this lease, said lands shall be deemed to contain 635.72 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (hereinafter called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted, and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal ~~one eighth~~ 15% 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~~ 15% royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor ~~one eighth~~ 15% 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~~ 15% of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit at the Riverton State Bank Bank of Riverton, Wyo. 82501 (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 Six Hundred Thirty-Five and 72/100ths DOLLARS ($ 635.72), 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 or 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 accorded (and shall) be 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 privileges 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 (or from the date of this lease if no 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 provided for in 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 is located on the above described land 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, or if 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 it does 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 or conditions or at prices 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 the royalty clause does not provide for any delay rental, then the sum of $50.00, provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and no change or division of ownership by assignment or subletting, or otherwise, shall be binding on lessee thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer at any time to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

RECORDED Jan 23 1981 8:00 A.M.
IN BOOK 120 Oil PAGE 567
182958
567

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

LITTLE SANDY GRAZING ASSOCIATION

TAX I.D. NO. 83-0205392

By Robert W. Campbell President

ATTEST Sandra K Beck

LITTLE SANDY GRAZING ASSOCIATION CORPORATE SEAL WYOMING

STATE OF) SS.
COUNTY OF)

(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) SS.
COUNTY OF)

(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 Wyoming)
COUNTY OF Fremont) SS.

(Corporation—Wyo.)

On this 10th day of December, 19 80, before me appeared Robert W. Campbell, to me personally known, who, being by me duly sworn, did say that he is the President of Little Sandy Grazing Assoc., 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 President acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:
March 19, 1984

Jody A. Wright
Notary Public

STATE OF) SS.
COUNTY OF)

(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 ...
Register of Deeds — Deputy

AFTER RECORDING, RETURN TO: ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER, COLO. 80201

[redacted]

Form [illegible]
(August 1977)

U. [illegible]D STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W 67196

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Mesa Petroleum Co.
P.O. Box 2009
Amarillo, Texas 79189

RECORDED Jan 26 1981 8:00 A.M.
IN BOOK 60 Misc PAGE 569
Fee $6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, WYO.
by Dorothy McKeever

The undersigned, as owner of 50 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 29 North, Range 115 West, 6th P.M.
Section 1: All
Section 2: All
Section 11: E½, E½W½
Section 14: S½, NE¼, E½NW¼

Containing 2320 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) 44.44% 50% (22.

4. What part of the record title interest is being retained by assignor(s)? 55.56% of 50% (27.78% net)

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) **None**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 4%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil from a well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of August, 19 80

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

By: [signature]
(Assignor's Signature)
James H. Dickson, Vice President

707 United Bank Tower
1700 Broadway
(Assignor's Address)

ATTEST: [signature]
Assistant Secretary

Denver, Colorado 80290
(City) (State) (Zip Co

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 SEP 1 1980

By: [signature]
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations
(Title)

DEC 4 1980
(Date)

000137

[illegible] both sides of this official f[illegible]
Claimant

569

570

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 thi assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of unde signed's knowledge and belief and are made in good faith.

Executed this 4th day of **August**, 19 **80.**

ATTEST: **MESA PETROLEUM CO.**

By: **Assistant Secretary**

By: _____
(Assignee's Signature) **Vice Preside**

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 t United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee s notify Assignor in writing thereof, at least thirty (30) days in advance of the next rent paying date under said lease. If Assignor desires to reacquire such lease as to the lo surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of su notice, and thereupon Assignee shall reassign such interest to Assignor; provided, ho ever, that if Assignor does not within fifteen (15) days after receipt of such notice fro Assignee elect to reacquire said lease to such lands, Assignee shall then have the ri to surrender such interests. Any reassignment under the terms of this paragraph shall free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 4th day of August, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James H. Dickson and Robert J. Gerber known to me to be the Vice President and Assistant Secretary respect of American Quasar Petroleum Co. of New Mexico that executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires Oct. 1, 1983

J. Ellen Barnett
Notary Public

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-58384

DISTRICT LAND OFFICE _____

KNOW ALL MEN BY THESE PRESENTS, That Apache Corporation, 1660 Lincoln Street, Denver, Colorado _____, 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 delive without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Dorothy W. Schicktanz, a married woman	7220 South Depew Littleton, CO 80123	Undivided 1/3 of 1.0% of 8/8ths
John M. King, a married man	821 17th Street Denver, CO 80202	Undivided 1/3 of 1.0% of 8/8ths
Peter MacDowell and Jo S. MacDowell, husband and wife	7528 South Rosemary Circle Englewood, CO 80110	Undivided 1/3 of 1.0% of 8/8ths

Being in all a total of an undivided 1.0% of 8/8ths overriding royalty to be paid out of Assignor's interest 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 112 West
Sec. 23: NE/4, N/2SE/4

Containing 240.00 acres, more or less.

Filed for record January 26 1981 8:00 A M
Book 60 Oil & Gas PAGE 571
4:30 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stucki

WITNESS our hands this 15th day of June, 19 78

Attest: Kathleen Schulston
Secretary

APACHE CORPORATION
P C Byers
Vice President

STATE OF Minnesota)
)ss
COUNTY OF Hennepin)

On this 15th day of June, 1978, before me the undersigned, a Notary Public in and for said county, personally came P. C. Byers, Vice President of the Apache Corporation to me personally known to be the Vice President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Apache Corporation, and that the Corporate seal of the said Apache Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Minneapolis in said county the day and year last above written.

KATHLEEN J. SCHULTZ
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 20, 1985

My Commission Expires March 20, 1985

571

Bird Canyon

572

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-61473

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Apache Corporation, Suite 2016, 1660 Lincoln Street, Denver, Colorado 80264

_____, 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 deliv without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Dorothy W. Schicktanz	7720 South Depew Littleton, Colorado 80123	0.334%
John M. King	821 17th Street Denver, Colorado 80202	0.333%
Peter MacDowell and Jo S. MacDowell	7528 South Rosemary Circle Englewood, Colorado 80110	0.333%

Being in all a total of an undivided 1.0% of 8/8ths overriding royalty to be paid solel out of interest of Assignor ~~overriding royalty~~ on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T27N-R112W, 6th P. M.
Sec. 23: S/2SE
Sec. 24: SENW, E/2SW

122071

RECORDED January 26 1982 8:00A M
IN BOOK 60 O&G PAGE 572
EVA SUE Lacy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lucie

Containing 200.00 acres, more or less.

WITNESS our hands this 3rd day of May ,19 78

Attest:
Beatrice A Huston
Secretary

APACHE CORPORATION
P C Byers
Vice President

STATE OF Minnesota
COUNTY OF Hennepin

On the 3rd day of May, 1978, before me personally appeared P.C. Byers, Vice President, Apache Corporation the signer of the above instrument, who duly acknowledged to me that he executed the same.

KATHLEEN J. SCHULTZ
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 20, 1985

Kathleen J Schultz
Notary Public

MY COMMISSION EXPIRES:
March 20, 1985

Residing in Hennepin County

RECEIVED
Received
Sweetwater County Clerk
Green River, Wyo

1979

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto Howard E. Marlow, Suite 130, 3525 S. Tamarac, Denver, Colorado 80237, 5/6 and Ronald E. Hando, 11063 Claire Circle, Northglenn, Colorado 80234, 1/6, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein describ then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 6th. day of November, 1980

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Lusby, Secretary — Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
ss.

372172

RECORDED Jan 26 1981 9:30 A M
IN BOOK 60 Misc PAGE 573
Fee $ Lonny Yake COUNTY CLERK
SWEETWATER COUNTY, WYO.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th. day of November, 1980, 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

RECORDED JAN 2 1981 AT 11:25 A M.
IN BOOK 716 PAGE 1909-10 GREEN RIVER, WYO
NO. 437343

Assignment of Overriding Royalty
dated November 6, 1980
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E. Hando

1980

SCHEDULE "A"

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION
11273-1	U. S. A. W-26842	Celeste C. Grynberg	1-1-71	SE/4 SE/4 Section 24-24N-103W Sweetwater County, Wyoming
11283-1	U. S. A. W-37667	Sweet Pea Oil and Gas Inc. a Wyoming Corporation	2-1-73	NW/4 SW/4, E/2 SW/4 Section 32-28N-110W Sublette County, Wyoming
11302-1	U. S. A. W-69843	Lyman E. Corey	3-1-80	Lots 1, 2, 3, 4, S/2 S/2 Section 4-28N-109W, Sublette County, Wyoming

574

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE

This Overriding Royalty Assignment, made this 14 day of October, 1980, by and between D. A. MOORE and BEVERLY J. MOORE, husband and wife, whose address is 10707 West Center Avenue, Denver, Colorado 80226, hereinafter called ASSIGNOR; and GARY W. NEWMAN, whose address is 1580 Lincoln, Suite 1200, Denver, CO 80203 hereinafter called ASSIGNEE:

Witnesseth:

Whereas, Assignor is the owner of an overriding royalty of the Oil and Gas Leases described on Exhibit "A" attached.

NOW, Therefore, in consideration of the premises and the sum of Ten and More ($10.00 Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Assignor, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of 1/4 of 1% of 8/8ths of all of the Oil and Gas Leases as described in Exhibit "A".

This Overriding Royalty Assignment shall be subject to a payback contract with The Williams Company as acknowledged between parties hereto.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein to Assignee shall run with said leasehold and all renewals and extensions of leases granted thereon, whether under said serial number or a new serial number.

IN WITNESS WHEREOF, Assignor has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

D. A. MOORE

BEVERLY J. MOORE

Recorded 1-21 1981 at 11:05 o'clock A M
in Book 108 of Photo Page 59-61
No. 220587 13.00 pd
County Clerk
By Deputy

INDEXED ✓
ABSTRACTED

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 14th day of October, 1980, personally appeared D. A. Moore and Beverly J. Moore 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 February 10, 1982

Audrey Henkel
Notary Public

575

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1981 JAN -2 AM 7:45

RECEIVED
CHEYENNE, WYOMING

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. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $ 10.00 is attached.

B. ASSIGNEE AGREES THAT, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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 17 day of Dec., 1980.

(Assignee's Signature)
Gary W. Newman

1580 Lincoln, Suite 1200
(Assignee's Address)

Denver	Colorado	80203
(City)	(State)	(Zip Code)

EXHIBIT "A"

Attached to and made a part thereof Assignment of Overriding Royalty Interest in U. S. Oil and Gas Lease dated October 14th, 1980, between D. A. and Beverly J. Moore and Gary W. Newman.

SERIAL NO.	LEASE DATE	DESCRIPTION	ACRES	COUNTY AND STATE
W-20593	10/1/69	Township 39 North, Range 110 West, 6th P.M. Section 4: W½SW¼, SE¼SW¼	120.00	Sublette County, Wyoming
W-20594	12/1/69	Township 39 North, Range 110 West, 6th P.M. Section 5: Lots 1,2,3,4, S½N½, N½SW¼, SE¼SW¼, SE¼ 8: E½NE¼, NW¼NE¼	718.92	Sublette County, Wyoming
W-68845	10/1/69	Township 39 North, Range 110 West, 6th P.M. Section 4: SW¼NW¼	40.00	Sublette County, Wyoming
W-68846	12/1/69	Township 39 North, Range 110 West, 6th P.M. Section 6: Lot 1, SE¼NE¼	79.72	Sublette County, Wyoming
W-20611	10/1/69	Township 40 North, Range 110 West, 6th P.M. Section 19: Lots 1,2,3,4, E½W½, W½SE¼, SE¼SE¼	423.52	Teton County, Wyoming
W-20646A	10/1/69	Township 40 North, Range 110 West, 6th P.M. Section 30: E½SE¼	80.00	Teton County, Wyoming
W-68847	10/1/69	Township 40 North, Range 110 West, 6th P.M. Section 18: Lot 4	35.63	Teton County, Wyoming
W-68848	10/1/69	Township 40 North, Range 110 West, 6th P.M. Section 29: SW¼SE¼	40.00	Teton County, Wyoming
W-20612	10/1/69	Township 40 North, Range 111 West, 6th P.M. Section 13: S½ 14: SE¼ 24: All 25: NE¼, E½SE¼	1,360.00	Teton County, Wyoming
W-20646	10/1/69	Township 40 North, Range 110 West, 6th P.M. Section 29: SW¼, SE¼NW¼, W½NW¼ 30: Lots 1,2,3,4, E½W½, NE¼, W½SE¼ 31: Lot 1, E½NW¼, NE¼, N½SE¼, SE¼SE¼ 32: N½, S½S½, NW¼SW¼, NE¼SE¼	1,781.54	Teton County, Wyoming

RECORDED January 29, 1981 8:00 A.M.
IN BOOK 160 OF Misc. PAGE 575
FEES $ 8.00 Lou Hyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

183004

577

AH-W-011
Form TA-21 (Rev. 4-4-49) OKLA. · KAN. · COLO.
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated December 4, 1980, from John F. Vible and Elva Louise Vible, husband and wife, as Lessors, to Thomas F. Stroock as Lessee, recorded in Book ___, Page ___, of the ___ Records of Sublette County, Wyoming, is owned by Thomas F. Stroock

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 108 West, 6th P.M.
Section 4: Lots 2, 3, 4
Township 32 North, Range 108 West, 6th P.M.
Section 21: E½
Section 28: E½
Section 33: E½, SW¼
Section 34: SW¼ except that part lying North and West of the East Fork River

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Jeptha E.Richie and Barbara V. Richie, husband and wife, and Norman H. Richie, a single man,

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Thomas F. Stroock subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Jeptha E. Richie and Barbara V. Richie, husband and wife	P.O. Box 125 Boulder, WY 82923	Rock Springs National Bank, Rock Springs, Wy 82901	$172.61
Norman H. Richie, a single man	P.O. Box 125 Boulder, WY 82923	Rock Springs National Bank, Rock Springs WY 82901	$172.61

183074

February 2 1981 8:00 A.M.
Oil & Gas Book 578
Page 578
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Tennis

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 22nd day of December, 1980.

Jeptha E. Richie (Seal)
Jeptha E. Richie

Barbara V. Richie (Seal)
Barbara V. Richie

Norman H. Richie (Seal)
Norman H. Richie

(Seal)

(Seal)

STATE OF WYOMING }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 22nd day of December, 19 80, personally appeared Jeptha E. Richie and Barbara V. Richie, husband and wife, and Norman H. Richie, a single man,

and

, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Kathy Sweadlor
Notary Public.

My Commission Expires

Kathy Sweadlor
County
Sublette
My Commission Expires Jan 16, 1982

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of, 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19.

Notary Public

(SEAL)

My Commission expires:

KINTZEL S CASPER

FROM

No.

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the

day of 19, at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BU PRINTING CO CASPER WYOMING

580

AH-W-011

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated December 4, 1980, from John F. Vible and Elva Louise Vible, husband and wife, to Thomas F. Stroock, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Thomas F. Stroock

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4, SW¼NW¼
Section 6: Lots 1, 2, S½NE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Ernesta P. Faler and Elmer D. Faler, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Thomas F. Stroock subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Ernesta P. Faler and Elmer D. Faler, wife and husband	P.O. Box 98 Pinedale, WY 82941	First National Bank of Pinedale, Pinedale, Wyoming 82941	$ 60.00

183075

February 2 1981 8:00A
IN BOOK 60 Oil & G PAGE 580
FEES $6.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thiriot

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 22 day of December, 19 80

Ernesta P. Faler (Seal)
Ernesta P. Faler

Elmer D. Faler (Seal)
Elmer D. Faler

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of December, 19 80, personally appeared Ernesta P. Faler and Elmer D. Faler, wife and husband

and

, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 4, 1982

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:

KINTZEL STATIONERY WYOMING

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the
day of 19, at
o'clock M., and duly recorded in
Volume Page
of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BOOK BINDING COMPANY WYOMING

5581

582

AH-W-011

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated December 4, 1980, from John F. Vible and Elva Louise Vible, husband and wife, as Lessors, to Thomas F. Stroock, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Thomas F. Stroock

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4, SW¼NW¼
Section 6: Lots 1, 2, S½NE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we John C. Dreher and Lovina L. Dreher, 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 Thomas F. Stroock subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
John C. Dreher and Lovina L. Dreher, husband and wife	East 9518 4th Avenue Lot 72 Spokane, Washington 99206	Old National Bank University City Spokane, Washington 99206	$ 60.00

183076

RECORDED February 2 1981 8:00 A M
IN BOOK 60 Oil & G PAGE 582
FEES $6.00 Lois J Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

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 22nd day of December, 19 80.

John C. Dreher (Seal)
John C. Dreher

(Seal)

Lovina L. Dreher (Seal)
Lovina L. Dreher

(Seal)

(Seal)

STATE OF WASHINGTON
COUNTY OF SPOKANE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of December, 1980 personally appeared John C. Dreher and Lovina L. Dreher, husband and wife,

and

, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 3-13-81

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:

KINTZEL S CASPER

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

584

AH-CW-011

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated December 4, 1980, from John F. Vible and Elva Louise Vible, husband and wife, as Lessors, to Thomas F. Stroock, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4, SW¼NW¼
Section 6: Lots 1, 2, 5, 6, 7, 12, 13, S½NE¼, SE¼NW¼
Section 7: Lots 1, 2, NW¼NE¼
Township 31 North, Range 109 West, 6th P.M.
Section 1: Lot 5, S½NE¼, N½SE¼, NE¼SW¼, S½SW¼
Section 11: E½NE¼
Section 12: Lots 1, 2, 3, 4, NW¼NW¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, ~~we~~ I Henry C. Hittle, a widower,

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Thomas F. Stroock subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Henry C. Hittle a widower	P.O. Box 612 Pinedale, Wyoming 82941	NorthSide State Bank Rock Springs, WY 82901	135.33

183077

RECORDED February 2 81 8:00A
BOOK 60 Oil & Gas
PAGE 584
Sublette County, Pinedale, Wyoming
by Dorothy M. Lewis

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 5th day of ~~December~~ January, 19~~80~~ 81

Henry C. Hittle (Seal)

Henry C. Hittle

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF *WYOMING*
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of January 19 81, ~~day of December, 19 80~~, personally appeared *Henry C. Hittle, a widower,*

and

, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that *he* duly executed the same as *his* free and voluntary act and deed for the uses and purposes therein set forth.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1982

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Donna E Sievers
Notary Public.

STATE OF.....
COUNTY OF..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....
day of....., 19....., personally appeared.....

and

, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....
Notary Public.

State of.....
County of..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of ....., A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the ..... of ..... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ..... day of ....., A. D. 19.....

.....
Notary Public

(SEAL)

My Commission expires:.....

KINTZEL'S CASPER

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

.....

.....

.....

PRINTED BY FORT D PRINTING WYOMING

A-W-011

584

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated December 4, 1980, from John F. Vible and Elva Louise Vible, husband and wife, to Thomas F. Stroock, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Thomas F. Stroock

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4, SW¼NW¼
Section 6: Lots 1,2,5,6,7,12,13, S½NE¼, SE¼NW¼
Section 7: Lots 1,2, NW¼NE¼
Township 31 North, Range 109 West, 6th P.M.
Section 1: Lot 5, S½NE¼, N½SE¼, NE¼SW¼, S½SW¼, SW¼SE¼
Section 11: E½NE¼
Section 12: Lot 1,2,3,4, NW¼NW¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Charles A. Chidsey III and Muriel Walker Chidsey, 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 Thomas F. Stroock subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Charles A. Chidsey III and Muriel Walker Chidsey husband and wife	P.O. Box 27 Boulder, Wyoming 82923	Rock Springs National Bank, Rock Springs, WY 82901	$135.33

183078

RECORDED February 2 81 8:00A
IN BOOK 60 O&G 584
6.25 Lacy Yak
by Dorothy M Lowe

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 2nd day of December Jan., 1980 81

Charles A. Chidsey (Seal)
Charles A. Chidsey III

(Seal)

Muriel Walker Chidsey (Seal)
Muriel Walker Chidsey

(Seal)

(Seal)

STATE OF WYOMING
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of December 1980 personally appeared Charles A. Chidsey III and Muriel Walker Chidsey, husband and wife

and

, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

My Commission Expires June 4, 1982

Notary Public.

STATE OF ..... } ss.
COUNTY OF ..... }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....

and

, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public.

State of ..... } ss.
County of ..... }

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of ....., A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the ..... of ..... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ..... day of ....., A. D. 19.....

(SEAL)

Notary Public

My Commission expires: .....

KINTZEL STATIONERY

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

.....

.....

.....

PRINTED BY KINTZEL STATIONERY, WYOMING

582

588

ASSIGNMENT OF OPERATING RIGHTS & WORKING INTEREST

LEASE SERIAL NUMBER: St. W. [illegible]-20[illegible]

Effect Date of Base Lease:

August 16, 1956
(Recorded Book 16, Page 86)

1. The undersigned, as owner of certain Oil and Gas Operating Rights in and to the above designated Oil and Gas Lease, does hereby transfer and assign to:

Macquest Petroleum Inc.
Suite 225
808 4th AVenue SW
Calgary, Alberta, Canada T2P 0K4

(a) 3/8 of 5/6
(b) 3/8 of 5/12

J. B. Roden Drilling Company
P. O. Box 880
Mills, WY 82644

(a) 3/8 of 5/6
(b) 3/8 of 5/12

2. The below specified interest in and to said Operating Rights insofar as said rights pertain to:

(a) To depth of 4,100' (subject to Transfer of Operating Rights and Workin Interest dated March 26, 1979 from Amoco Production Company and Chandler & Associates to Palmer Oil & Gas Company; and (b) to depth of 4,100' (subject to Transfer of Operat Rights and Working Interest dated March 26, 1979 from Amoco and Chandler to Palmer.)

3. Lands affected by this Assignment:

(a) Township 29 North, Range 112 West
Section 16: SW¼NE¼

(b) Township 29 North, Range 112 West
Section 16: N½NE¼, SE¼NE¼

RECORDED Feb 2 1981 8:00 A.M.
IN BOOK 60 D&E PAGE 588
FEE $4.00 Lorel Yake COUNTY CLERK
SUBLETTE COUNTY, WYO.
by Dorothy M Kline

Sublette County, Wyoming
Containing 160 acres, m/l

183079

4. Operating Rights Interest of Assignor in above described lands:

(a) 5/6th
(b) 5/12th

5. Extent of Operating Rights Interest herein conveyed to Assignee:

(a) 3/4 of 5/6 and (b) 3/4 of 5/12

6. Overriding royalty or production payments reserved herein to Assignor:

None

7. This assignment is subject to all overriding royalty or production payments previously reserved or conveyed.

8. IT IS UNDERSTOOD AND AGREED that this Assignment of Operating Rights is made with warranty of title by Assignor against any and all persons lawfully claiming by, through, or under Assignor, but not otherwise. It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledged and belief.

EXECUTED this 27th day of February, 1980.

ATTEST:

Grace E. Brown
Grace E. Brown, Assistant Secretary

PALMER OIL & GAS COMPANY

By: Gene L. Shaw
Gene L. Shaw, Vice President

Filed in the lease file without Board Action. Filed: Dec. 19, 1980

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 27th day of February, 1980, before me personally appeared GENE L. SHAW, known to me to be the Vice President of PALMER OIL & GAS COMPANY, the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Arlyce E. Powell
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: April 2, 1980

Form 4–1175
(December 1960)

Facsimile Reproduction
Unicover Graphics Corp.
3619 Evans Ave.
Cheyenne, Wyo. 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
W-45261

Effective Date of Base Lease
JUN 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

to: A. G. ANDRIKOPOULOS, a single man
(Name)
P. O. Box 788 - Cheyenne, Wyoming 82001
(Address)

the record title interest in and to such lease as specified below:

1. Lands affected by this assignment: Sublette County, Wyoming
Township 29 North, Range 114 West, 6th P.M.
Section 10: All
Section 14: W½
Section 15: E½
Containing 1280.00 acres, more or less

183080

RECORDED February 2 1981 8:00 A M
IN BOOK 60 D & E PAGE 589
FEE $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

2. Interest of assignor in above-described lands 100%

3. Extent of interest conveyed to assignee 100%

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*

One-Fourth of One Percent (¼ of 1%) of One Hundred Percent (100%)

5. Overriding royalties or production payments previously reserved *(State percentage only)* None

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 26th day of April, 19 74.

Joanne Pritchett
(Assignor's signature)
JOANNE PRITCHETT
P. O. Box 2392 - Cheyenne, Wyoming 32001
(Address)

Assignment approved effective:

JUN [redacted] 1 1974
(Date)

THE UNITED STATES OF AMERICA
By Glenna M. Lance
(Signing Officer)
Chief, Oil & Gas Section
(Title)
AUG 16 1974

Title 18 USC, sec. 1001 makes it a crime for any person knowingly and wilfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

FOR CLAIMANT

570

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:** [XX] **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 [XX] 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 29th day of April, 19 74.

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.

(Assignee's signature)

A. G. ANDRIKOPOULOS, a single man
P. O. Box 788 - Cheyenne, Wyoming 82001

(Address)

STATE OF WYOMING
COUNTY OF LARAMIE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of April, 19 74, personally appeared Joanne Pritchett

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 July 15, 1975

Notary Public

Notary Public
County of
State of Wyoming
My Commission Expires July 15, 1975

INSTRUCTIONS

1. *Use of Form.* This form is to be used *only* for assignment of record title interests in oil and gas leases. It is *not to be used* for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take *effect* as of the first day of the lease month following the date of filing in the proper Land Office of three original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in *only one lease*. Where more than one assignment is made out of a lease, a seperate instrument of transfer must be filed for *each* assignment.

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party to this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties; (b) the nature of the agreement between them, if oral; and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

4. *Overriding Royalties or Payments out of Production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140–192.145 relate to assignments of such leases or interests therein.

Form 4–1175
(December 1960)

Facsimile Reproduction
Unicover Graphics Corp.
3619 Evans Ave.
Cheyenne, Wyo. 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

W-45261

Effective Date of Base Lease

JUN 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

to: GEORGE P. WOLTER, JR.
(Name)

P. O. Box 777 - Casper, Wyoming 82601
(Address)

the record title interest in and to such lease as specified below: without warranty of title, either express or implied

1. Lands affected by this assignment: Sublette County, Wyoming
Township 29 North, Range 114 West, 6th P.M.
Section 10: All Section 15: E½
Section 14: W½ Containing 1280.00 acres, more or less

Assignee accepts this assignment with the express understanding that its provisions will app to any renewal, exchange, extension or alteration of the basic lease, in whole or in part, a that if the Assignee elects to surrender any part of the basic lease or any renewal, exchang or alteration thereof, such surrender will be made to Assignor only during the term of the lease, and at least 60 days in advance of the next anniversary of the lease. Any reassignme under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interest other than those existing on the date hereof. Liability shall be limit to an amount equal to the purchase consideration paid hereto.

183081

RECORDED February 2 1981 8:00 A.M.
IN BOOK 60 Misc PAGE 591
FEE $6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Dorothy McGuire

2. Interest of assignor in above-described lands 100%

3. Extent of interest conveyed to assignee 100%

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions*

Four and Three-Fourths Percent (4-3/4%) of One Hundred Percent (100%)

5. 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 herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this 7th day of May, 19 74.

(Assignor's signature)

A. G. ANDRIKOPOULOS, a single man
P. O. Box 788 - Cheyenne, Wyoming 82001
(Address)

Social Security No: 520-30-2123

Assignment approved effective:

JUN 1 1974
(Date)

THE UNITED STATES OF AMERICA

By (Signing Officer)

Chief, Oil & Gas Section
(Title)

AUG 16 1974

Title 18 USC, sec. 1001 makes it a crime for any person knowingly and wilfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

COPY

FOR CLAIMANT

591

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States: ☑ Native Born ☐ Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* _____

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

3. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

4. Assignee ☑ is ☐ is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

5. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this _____ day of MAY 10 1974, 19__.

This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this Assignment.

George P. Wolter, Jr.
(Assignee's signature)

(Address)
GEORGE P. WOLTER, JR.
P. O. BOX 777
~~CASPER, WYOMING 82601~~

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 7th day of May, 19 74, 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 Public
My Commission Expires July 15, 1975
County of Laramie State of Wyoming

Estelle C. Haefele
Notary Public

My Commission Expires July 15, 1975

INSTRUCTIONS

1. *Use of Form.* This form is to be used *only* for assignment of record title interests in oil and gas leases. It is *not to be used* for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take *effect* as of the first day of the lease month following the date of filing in the proper Land Office of three original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in *only one lease*. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for *each* assignment.

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party to this assignment, the following information must be furnished. (a) the names and nature of the interest of all other interested parties; (b) the nature of the agreement between them, if oral; and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

4. *Overriding Royalties or Payments out of Production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140–192.145 relate to assignments of such leases or interests therein.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-45261

LAND OFFICE USE ONLY

New Serial No. 183082

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Pacific Transmission Supply Company
245 Market Street
San Francisco, California 94105

Filed
Feb 2 1981 8:00 A M
60 Dollars
PAGE 593
Lou Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McEwen

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

T. 29 N., R. 114 W. 6th P.M.
Section 10: All
Section 14: W½
Section 15: E½

Containing 1280.00 Acres m/l
Sublette County, Wyoming

Subject to 60 day Reassignment Notice to A. G. Andrikopoulos.

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5%

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 25 day of June, 19 74

George D. Wolter, Jr.
(Assignor's Signature)
George P. Wolter, Jr.

(Assignor's Address)
P. O. Box 777
Casper, Wyoming 82601

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective AUG 1 1974

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 16 1974
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

FOR CLAIMANT

593

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 **For qualifications See U-0142200**
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this **2nd** day of **July**, 19 **74**

Attest:

Secretary

PACIFIC TRANSMISSION SUPPLY COMPANY

XXXXXXXXXXXXXXXX
(Assignee's Signature)

Manager of Mineral Leases

245 Market St., San Francisco, CA 94105
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

scribe in an accompanying statement any overriding [illegible] by assignor.

STATE OF **Wyoming**
COUNTY OF **Natrona** } ss.

W-45261

WYOMING SINGLE ACKNOWLEDGMENT

On this **25** day of **June**, 19**74**, before me personally appeared **G. P. Wolter, Jr. a/k/a George P. Wolter, 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.

Given under my hand and seal this **25** day of **June**, 19**74**.

My commission expires:
January 11, 1978

Esther S. Ray
Notary Publ

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

* U.S. Government Printing Office
2-198/199 Region

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Jack J. Grynberg,
1050 17th Street, Suite 1950, Denver, Colorado 80265, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number W-71-3232,
and covering land situate in Sublette County, Counties, described as follows:

T. 34 N., R. 109 W., 6th PM
Sec. 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and more Dollars
($ 10.00+) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Celeste C. Grynberg, 1050 17th Street, Suite 1950
of Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

183083

February 2 1981 8:00 AM
60 Or 8
Book 595
County Clerk
by Dorothy Hill Deputy

and containing 640.00 acres, more or less, reserving, however, unto assignor no overriding royalty herein,
but 5% of 8/8ths of 100% overriding royalty interest previously reserved.

TO HAVE AND TO HOLD unto the said Celeste C. Grynberg, 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 ..... day of DEC 5 1979, ...

WITNESS:

Jack J. Grynberg
Assignor-Lessee

By .....
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this ..... day of ....., A. D. 19....., before me personally appeared .....
Jack J. Grynberg to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this ..... day of DEC 5 1979 A. D. 19.....

(SEAL) NOTARY PUBLIC

Notary Public

My Commission expires: 11-29-83

ACKNOWLEDGEMENT (For use by Corporation)

State of .....
County of ..... } ss.

On this ..... day of ....., A. D. 19....., before me personally
appeared ....., to me personally known, who, being by
me duly sworn, did say that he is the ..... of .....
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Directors, and said .....
acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ..... day of ....., A. D. 19.....

(SEAL)

Notary Public

My Commission expires: .....

Assignment approved by Board of Land Commissioners: April 3, 1980 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: June 20, 1980

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office records.)

595

596

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. USA-W-62793

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

W-60,933

183084

1. Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

RECORDED February 2 1981 8:00 A.M.
IN BOOK 60 O & G PAGE 596
$6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Glen

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* May 1, 1978, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

Sublette County, Wyoming
T. 36 N., R. 111 W., 6th PM
Sec. 34: All
Sec. 35: All

Containing 1280.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100% of 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 NOV 15 1979 day of , 19

Jack J. Grynberg
(Assignor's Signature)

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(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.

[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 [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 NOV 15 1979, 19

Celeste C. Grynberg
(Assignee's Signature)

1050 17th Street, Suite 1950
Denver, Colorado 80265
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumptio

My Commission Expires:
7-11-84

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

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.

5-78

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. USA-W-29908

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

W-60,092

183085

RECORDED February 2 1982 8:00 A.M.
BOOK 60 O & G PAGE 598
Fee $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stice

1. Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* August 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)*

Sublette County, Wyoming
T. 36 N., R. 112 W., 6th PM
Sec. 4: Lots 2, 3, 4, S½NW¼

Containing 196.56 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100% 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths of 100%

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 NOV 15 1979 day of , 19

Jack J. Grynberg
(Assignor's Signature)

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(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

[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 [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 NOV 15 1979, 19

Celeste C. Grynberg
(Assignee's Signature)

1050 17th Street, Suite 1950
Denver, Colorado 80265
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumptic

My Commission Expires:
7-11-84

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

parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each an assignee giving the nature and extent of the interest of each the nature of agreement between them, if oral; and a copy 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* b filed no later than fifteen (15) days after filing assignment

5799

600

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. USA-W-31964

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

W-60,183

183086

Recorded February 2 1981 8:00 A
Book 60 Ox-D PAGE 600
Fees 6.00 Lucy Yoke COUNTY C
PINEDALE, WYOMING
by Dorothy M Wilson

1. Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)*

Sublette County, Wyoming
T. 27 N., R. 110 W., 6th PM
Sec. 18: SE¼SE¼

Containing 40.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100% (100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths of 100%

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 day of NOV 15 1979, 19

Jack J. Grynberg
(Assignor's Signature)

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(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

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 [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 NOV 15 1979, 19

(Assignee's Signature)

Celeste C. Grynberg

1050 17th Street, Suite 1950
Denver, Colorado 80265

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTON NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumpt.

My Commission Expires:
7-11-84

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

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 such 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.

601

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. USA-W-21402

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

W-4837

183087

1. Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

Recorded February 2 1981 8:00 A.M.
Book 60 Orig PAGE 607
Fees 6.00 Lowell Yake COUNTY
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)* November 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)*

Sublette County, Wyoming
T. 27 N., R. 109 W., 6th PM
Sec. 34: SE¼NW¼

Containing 40.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths of 100%

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 NOV 15 1979 day of , 19

Jack J. Grynberg
(Assignor's Signature)

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1980

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section

APR 17 1980
(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 [redacted]

[redacted]nt

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 [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 NOV 15 1980, 19

Celeste C. Grynberg
(Assignee's Signature)

Celeste C. Grynberg

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumption

My Commission Expires:
7-11-84

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 [illegible] ers, and (d) percentage of voting stock and percentage of all stock owned by

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. General statements [illegible] written agreements, if any, *must* be [illegible] days after filing assignment.

604

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W-80,882

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 46565

Lease effective date
August 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

CELESTE C. GRYNBERG

Address *(include zip code)*
1050 17th Street, Suite 1950
Denver, Colorado 80265

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, 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

T 29N - R 112W, 6th PM
Sec. 14: S½NE¼, NE¼NW¼

183088

Containing: 120.00 acres, more or less

Recorded February 2 1981 8:00 A M
Book 60 Deed 604
FEES $6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevie

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 50%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2.5% of 87½

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of November, 1980.

(Assignor's Signature)
JACK J. GRYNBERG

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(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 effective _____ By _____
(Authorized Officer)

007705

[redacted] (Title) [redacted] (Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individua assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge able acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in eac leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of oth parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Ma agement, he will be bound by the terms and conditions of the lease described herein as to the lands covered b this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accrui under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of a drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by th lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of unde signed's knowledge and belief and are made in good faith.

Executed this 3rd day of November , 19 80.

(Assignee's Signature)
Celeste C. Grynberg

1050 17th Street, Suite 1950
(Assignee's Address)

Denver, Colorado 80265
(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 th United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumption

My Commission Expires
7-11-84

regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

00705

605

606

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. USA–W–67179

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

• W-61,022

1. Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

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)*

183089

Sublette County, Wyoming
T. 38 N., R. 112 W., 6th PM
Sec. 13: N½N½

Containing 160.00 acres, more or less

RECORDED Feb 2 1981 8:00 A.M.
IN BOOK 60 O&G PAGE 606
FEES 6.00 Lavina Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Devine

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%
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 NOV 15 1979 day of , 19

Jack J. Grynberg
(Assignor's Signature)

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(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)

NOTICE: This form may be reproduced provided that exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR [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 [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 NOV 15 1979, 19

Celeste C. Grynberg
(Assignee's Signature)

1050 17th Street, Suite 1950
Denver, Colorado 80265
(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

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumpt

My Commission Expires:
7-11-84

...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 *all* stock owned by

...separate statement *must* be signed by each assignee giving the nature and extent of the interest of each the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements written agreements, if any, *must* be filed not later than fifteen (15) days after filing assignment

608

Form 3106-5
(August 1977)

UNITED STA 3
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ORM APPROVED OMB NO. 42-R1599
Serial No. USA-W-29397
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

•W-7709

183090

Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

RECORDED February 2 1981 8:00 A
BOOK 60 O&G PAGE 608
FEE $6.00 Lawyers Title COUNTY CLK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* July 1. 1973, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)*

Sublette County, Wyoming
T 35 N - R 112 W, 6th P.M.
Sec. 17: E½E½
Sec. 21: NW¼NW¼, SE¼NW¼, NW¼SE¼
Sec. 22: S½SW¼

Containing 360.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5 % of 8/8 ths of 100%

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 24 day of March, 1980

Donald J. Egan
(Assignor's Signature)

600 S. Cherry Street, Suite 1002
(Assignor's Address)

Denver, Colorado 80222
(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 1980

By Harold G. Stinchcomb
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations
(Title)

DEC 4 1980
(Date)

[redacted] [redacted] [redacted]al form

[redacted] PT II [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 [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in t*
   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,
   chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and opti
   in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignm 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 un signed's knowledge and belief and are made in good faith.

Executed this 24 day of March , 19 80

Celeste C. Grynberg
(Assignee's Signature)

Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

(Address include zip code)

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, before me, a Notary Public in and for said County and State, personally appeared Donald J. Egan, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumption

My Commission Expires:
7-11-84

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) per-

4. Statement of interest

whether or not he is the sole party in interest in the ment; if not, assignee *must* submit, at time assignme filed, a signed statement giving the names of other inte parties. If there are other parties interested in the a ment, a separate statement *must* be signed by each assignee giving the nature and extent of the interest of the nature of agreement between them, if oral; and a c agreement, if written. *All* interested parties *must* f evidence of their qualifications to hold such lease inte Separate statements and written agreements, if any, filed at the time (15) days after filing assign

609

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1552

Serial No. USA- W- 27190

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

W-7631

183091

Celeste C. Gyrnberg
1050 17th Street, Suite 1950
Denver, Colorado 80625

RECORDED February 2 19 81 8:00 A M
IN BOOK 60 Ox G PAGE 610
FEES $6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

Sublette County, Wyoming
T 31 N - R 108 W, 6th P.M.
Sec. 3: Lots 1,2,3,4, S½N½, S½
Sec. 4: Lots 1,5, S½NE¼, SE¼NW¼
Sec. 5: SE¼SE¼

Containing 881.90 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths of 100%

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 24 day of March, 1980

Donald J. Egan
(Assignor's Signature)
(Donald J. Egan

600 S. Cherry Street, Suite 1002
(Assignor's Address)

Denver (City) Colorado (State) 80222 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1980

By Harold G. Stinchcomb
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations DEC 1 1980

[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 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 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and opt 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 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 un signed's knowledge and belief and are made in good faith.

Executed this 24 day of March , 19 80

Celeste C. Grynberg
(Assignee's Signature)

Celeste C. Grynberg
1050 17th Street, Suite 1950
Denver, Colorado 80265

(Address, include zip code)

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, before me, a Notary Public in and for said County and State, personally appeared Donald J. Egan, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumption

My Commission Expires:
7-11-84

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) per- ... of voting stock and percentage of *all* stock owned by

whether or not he is the ... ment; if not, assignee *must* submit, at time assignme filed, a signed statement giving the names of other inter parties. If there are other parties interested in the as ment, a separate statement *must* be signed by each assignee giving the nature and extent of the interest of the nature of agreement between them, if oral; and a co agreement, if written. *All* interested parties *must* fu evidence of their qualifications to hold such lease int Separate statements and written agreements, if any, ... filed ... later than ... (15) days after filing assig

811

W-82,152

612

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Paul Allen Jr., Ste. 2300, 1st City Bank Bldg., Houston, TX 77002, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number STA-W-79,644, and covering land situate in Sublette County, Counties, described as follows:

183092

RECORDED Feb 2 1980 8:00 A.M.
IN BOOK 60 Ox L PAGE 612
FEES $6.25 Lois J Yak COUNTY CLERK
SUBLETTE COUNTY, WYO. By Edna L Hansen

T 31N - R 109W
Sec. 16: All

and containing 611.77 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 50% of 8/8ths of 100% unto Celeste C. Grynberg, 1050 17th St., Suite 1950 Denver, CO 80265 and 50% of 8/8ths of 100% unto Alfred C. Glassell Jr., 1st City Nat'l Bank Bldg. #2300, Houston, TX 77002, assignees, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T 31N - R 109W
Sec. 16: All

and containing 611.77 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said Celeste C. Grynberg & Alfred C. Glassell, Jr. their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 7th day of January, 1980

WITNESS:

Paul H. Allen Jr.
Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Texas
County of Harris } ss.

On this 7th day of January, A. D. 19 80, before me personally appeared Paul H. Allen, 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 7th day of January, A. D. 19 80.

(SEAL)

Edna L. Hansen
Notary Public in and for Harris County, Texas

My Commission expires: October 31, 1980

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: Feb. 7, 1980

Assignment recorded in the Office of the Commissioner of Public Lands: April 8, 1980

(See [redacted] this form of assignment is $10 [redacted] terms are desired incorporated in the assignment a special form should [redacted] signed and as forwarded [redacted] Lands in duplicate [redacted] copy is retained for the file.)

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Our (W-70246)

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W [redacted]72

Lease effective date
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Celeste C. Grynberg

Address *(include zip code)*

1050 17th St., Suite 1950
Denver, Colorado 80265

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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)

183108

Sublette County, Wyoming

T 34 N, R 109 W, 6th Prin Mer
Sec 17: $SW\frac{1}{4}SW\frac{1}{4}$
Sec 18: $E\frac{1}{2}E\frac{1}{2}$, $NW\frac{1}{4}SE\frac{1}{4}$
Sec 19: $NE\frac{1}{4}SE\frac{1}{4}$

T 34 N, R 110 W, 6th Prin Mer
Sec 24: $NE\frac{1}{4}NE\frac{1}{4}$
Sec 27: $W\frac{1}{2}W\frac{1}{2}$

Containing 480.00 acres, more or less

Recorded Feb 3 1981 8:00A M
Book 60 Oil PAGE 613
Lou Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 100
4. Specify interest or percent of record title interest being retained by assignor, if any	none
5. Specify overriding royalty being reserved by assignor	3.0% of 8/8 of 100%
6. Specify overriding royalty previously reserved or conveyed, if any	none

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 July , 1980 .

Charles Niemeth Anne M. Niemeth 1800 Century Park East
(Assignor's Signature) (Assignor's Address)

Charles Niemeth
Molly Katherine Meeker Los Angeles, California 90067
(City) (State) (Zip Code)

Charles Meeker

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 effective _____ By _____
(Authorized Officer)

003452

(Title) (Date)

See reverse side of this official 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 [x] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in one leasing District in Alaska.
5. Assignee [x] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of all drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 31st day of July, 19 80.

(Assignee's Signature)

1050 17th St., Suite 1950
(Assignee's Address)

Celeste C. Grynberg

Denver, Colorado 80265
(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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

gned statem
will have
days after
all such o
h evidence
est, separa
extent of
etween th
.

ment of a
lands cr
gned part
of the l
of paymen

ment is r

Lease No. W55972

TI

TO 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 25, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles R. Meeker III and Charles F. Niemeth, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Pauline W. Heeps
PAULINE W. HEEPS

Name (Typed or Printed)

OFFICIAL SEAL
PAULINE W. HEEPS
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Oct. 4, 1983

(This area for official notarial seal)

STAPLE HERE

... when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT Our (W-70244)

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 50736

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Celeste C. Grynberg

Address (include zip code)
1050 17th St., Suite 1950
Denver, Colorado 80265

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, 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)

183109

Sublette County, Wyoming

T 35 N, R 111 W, 6th Prin Mer
Sec 8: W½SW¼
Sec 17: N½NW¼

Containing 160.00 acres, more or less

RECORDED February 3 1981 8:00 A
BOOK 60 Oil & Gas PAGE 615
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Daine

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 10(
4. Specify interest or percent of record title interest being retained by assignor, if any	none
5. Specify overriding royalty being reserved by assignor	3.0% of 87(of 100%
6. Specify overriding royalty previously reserved or conveyed, if any	none

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 July, 1980.

Charles Niemeth
(Assignor's Signature)

1800 Century Park East, Suite 600
(Assignor's Address)

Charles Niemeth

Charles Meeker

Los Angeles, California 90067
(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 effective _____ By _____
(Authorized Officer)

003454

(Title) (Date)

See Instructions on reverse side of this official form

615

616

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. If other than an individu assignee's statement of its qualifications are attached. If previously furnished, identify the serial number the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in a leasing District in Alaska.
5. Assignee x is ___ is not the sole party in interest in this assignment. Information as to interests of oth parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accrui under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of a drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by t lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of unde signed's knowledge and belief and are made in good faith.

Executed this 31st day of July , 1980 .

Celeste C. Grynberg
(Assignee's Signature)

1050 17th St., Suite 1950
(Assignee's Address)

Denver, Colorado 80265
(City) (State) (Zip Cod

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 United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of [illegible]

submit, at the time assignment is filed, a signed statem giving the names of any other parties who will have ays after ll such ot evidence st, separa xtent of tween the

ent of a ands cre ned porti of the le f paymen

nent is r

Lease No. W55991

TO 447 C
(Individual)

STAPLE HERE

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 25, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles R. Meeker III and Charles F. Niemeth, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Pauline W. Heeps

PAULINE W. HEEPS
Name (Typed or Printed)

OFFICIAL SEAL
PAULINE W. HEEPS
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Oct. 4, 1983

(This area for official notarial seal)

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 21420

Lease effective date
11/1/69

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

W-4595

PART I

1. Assignee's Name

Celeste C. Grynberg

Address *(include zip code)*

1050 17th Street, Suite 1950, Denver, CO 80265

The undersigned, as owner of 100% percent of the record title of the above-designated oil and gas lease, 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)

183110

See attachment "A" for land description.

Containing 13.96 acres, more or less

RECORDED February 3 1981 8:00 A.M.
IN BOOK 60 O & G PAGE 617
FEES $8.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 31 day of October, 1980.

(Assignor's Signature)
Jack J. Grynberg

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(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 effective ——— By ———
(Authorized Officer)

007654

(Title) (Date)

617

618

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. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
   4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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 31 day of October , 1980 .

Celeste C. Grynberg
(Assignee's Signature)
Celeste C. Grynberg

1050 17th Street, Suite 1950
(Assignee's Address)

Denver, Colorado 80265
(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.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the 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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

[redacted] [redacted] [redacted] 57-257

Sublette County, Wyoming

ATTACHMENT "A"

T. 27 N., R. 112 W., 6th

That portion of the bed of the Green River Riparian to Lots 6 and 7, Sec. 2, T. 27 N., R. 112 W., 6th Prin. Mer., Wyoming, described by metes and bounds as follows:

Beginning at the meander corner of Secs. 2 and 3, T. 27 N., R. 112 W., on the right bank of the Green River; thence S 56½ degrees E, 9.00 chains more or less on a line normal to the river to the intersection of the lot line between lots 7 and 8, Sec. 2. Thence with the meanders of the left bank of the Green River upstream along lot 7, Sec. 2; N 57 degrees E, 1.00 chains, thence N 38½ degrees E, 13.50 chains; thence N 44½ degrees E, 4.80 chains; thence N 2½ degrees E, 4.30 chains; thence N 39½ degrees W, 2.00 chains more or less to the intersection of the lot line between lots 4 and 7, Sec 2; thence West 4.00 chains more or less on a line normal to the river to the intersection of the line between lots 5 and 6 with the right bank of the Green River; thence with the meanders of the right bank downstream; S 44¼ degrees E, 2.20 chains; thence S 4¼ degrees E, 1.30 chains; thence S 64½ degrees W, 1.40 chains; thence S 44 degrees W, 6.10 chains; thence S 52-3/4 degrees W, 6.70 chains; thence S 66¼ degrees W, 6.60 chains to the meander corner of Secs 2 and 3 on the right bank ofthe Green River and point of beginning.

Containing 13.96 acres, more or less

STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 27th day of January, 19 81, 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 a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

Notary Public Anne T. Sumption

My Commission Expires:
7-11-84

620 SC-W-0560

Form TA-21 (mining) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain mining lease, dated March 12, 1976, from Dick Lozier and Donna J. Lozier, husband and wife, as Lessors, to Thomas F. Stroock, as Lessee, recorded in Book 52 O&G, Page 410, of the Records of Sublette County, Wyoming, is owned by Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 113 West, 6th P. M.
Section 2: SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Floyd L. Briggs, Jr. and Kathryn J. Briggs, Pinedale, Wyoming 82941

and each of us, do hereby ratify, approve, confirm, and adopt the above described mining lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto said 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
Floyd L. Briggs, Jr. and Kathryn J. Briggs	Pinedale, Wyoming 82941	Rock Springs National Box 880 Rock Springs, Wy. 82901	$40.00

183111

RECORDED February 3 1981 1:15 PM
IN BOOK 60 D&G PAGE 630
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE CO. PINEDALE, WYOMING
by Dorothy M Evans

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 21st day of January, 1981.

Floyd L. Briggs, Jr. (Seal)
Floyd L. Briggs, Jr.

(Seal)

(Seal)

Kathryn J. Briggs

(Seal)

Kathryn J. Briggs (Seal)

STATE OF *WYOMING*
COUNTY OF *SUBLETTE* } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, *the undersigned* a Notary Public, in and for said County and State, on thi
day of *January 21*, 19*81* personally appeared *Floyd L. Briggs, Jr. and Kathryn J. Briggs, husband and wife,*
and
, to me known to be the identical person*s* described in and who execute
the within and foregoing instrument of writing and acknowledged to me that *they* duly executed the same as *their* fre
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires *January 3, 1983*

Lucy D. Yake - County Clerk
By Bonnie Peters Deputy Co. Cl
Notary Public.

Residing at *Sublette*

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, a Notary Public, in and for said County and State, on thi
day of , 19 , personally appeared
and
, to me known to be the identical person , described in and who execute
the within and foregoing instrument of writing and acknowledged to me that duly executed the same as fre
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Residing at

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

Notary Public.

(SEAL)

My Commission expires

FROM

No.

TO

Dated

No. Acres County.

Term

This instrument was filed for record on the
day of , 19 , at
o'clock M., and duly recorded in
Volume Page
of the records of this office.

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

621

CORRECTIVE

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Texoma Production Company (Assignor), formerly known as NARMCO, Inc. (Del.), for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby sell, assign, convey and deliver, unto Sharalyn R. Harr (Assignee) an overriding royalty interest of .25% of 8/8 of all oil, gas associated hydrocarbons and other minerals, saved, produced and marketed under the terms of the oil and gas leases described in Exhibit 'A' attached to that certain Assignment of Overriding Royalty Interest dated 28th day of August, 1979, and filed of record on 1st day of December, 1980, in Book 60 O & G, Page 239, County of Sublette, Wyoming.

The overriding royalty interest herein assigned shall be free and clear of all costs of operation and development but shall be chargeable with its proportionate part of gross production and other taxes properly assessable thereto.

This assignment is made without warranty of title, either express or implied.

This assignment is executed to correct and replace the above recited Assignment Of Overriding Royalty Interest dated 28th day of August, 1979, except for the Exhibit 'A' thereto which is incorporated herein by reference as set out above.

EXECUTED this 15th day of January, 1981.

ATTEST: CORPORATE SEAL

T. P. Karka - Assistant Secretary

TEXOMA PRODUCTION COMPANY

By: _____
Rodney W. Smith - Vice President

183125

FILED February 5 1981 8:00 A.M.
RECORDED IN BOOK 60 O & G PAGE 622
6th Day of February COUNTY CLERK
PINEDALE, WYOMING
By Dorothy M. Thurman

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 15th day of January, 1991, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Rodney W. Smith, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Joelle P. Barnett

JOELLE P. BARNETT

My Commission Expires:

July 28, 1994

624

Form 36 AH-W-010

Affidavit of Identity

State of WYOMING
County of NATRONA } ss.

183162

Peter I. Wold, being first duly sworn on his oath, states

that he is familiar with the following described property, to-wit:

Township 32 North, Range 108 West
Section 26: N½S½
Section 27: S½NE¼, SE¼
Section 34: N½NE¼, SW¼NE¼

Recorded Feb 9 1981 8:00 A.M.
Book 60 O&G PAGE 624
Fee $ Sara J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lee

of Section ~~_____~~ Township ~~_____~~ Range ~~_____~~ and containing 520.00 acres, more or less

situated in the County of Sublette, State of Wyoming

and that he is also familiar with Finis N. Mitchell and Emma N. Mitchell, who on the 21st day of November, 1980, executed an oil & gas lease in favor of Thomas F. Strcock, which instrument appears of record in Book ____, at page ____ of the records of the county aforesaid; that he knows of his own knowledge that, notwithstanding the discrepancy in name, the said Finis N. Mitchelland Emma N. Mitchel, who executed the said instrument, ~~is~~ are one and the same persons as Finis Mitchell, aka Finis Noel Mitchell and Emma Mitchell, the then record owner of the property by virtue of being the grantee in a deed executed on the 25th day of June, 1957, covering the aforesaid property, which deed is of record in Book 13 of Deeds, at page 89, of the records of the county aforesaid.

Further affiant saith not.

Peter I. Wold
Peter I. Wold

Subscribed and sworn to before me this 20th day of January, 1981.

JOYCE A. CABOT - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept. 22, 1984

Joyce A. Cabot
Notary Public.

My commission expires

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF NATRONA } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of January, 19 81, personally appeared Peter I. Wold

and _____, to 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.

JOYCE A. CABOT - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept. 22, 1984

My Commission Expires

Joyce A. Cabot
Notary Public.

AH-W-08

Form 36 — CENTRAL BLUE PRINT CO — Casper, Wyoming

Affidavit of Identity

State of WYOMING } ss.
County of NATRONA }

183163

Peter I. Wold, being first duly sworn on his oath, states

that he is familiar with the following described property, to-wit:

Township 32 North, Range 108 West
Section 3: Lots 1, 2, 4, S½N½
Section 4: Lot 4, SE¼NE¼

FILED Feb 4 1981 8:00 A.M.
IN BOOK 60 Misc PAGE 625
FEE $4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Olsen

of Section ~~Sections~~ ____ Township ~~Townships~~ ____ Range ~~Ranges~~ ____ and containing 341.17 acres, more or less situated in the County of Sublette, State of Wyoming and that he is also familiar with Mary Anne Hittle, who on the 10th day of December, 1980, executed an oil and gas lease in favor of Thomas F. Stroock, which instrument appears of record in Book ____, at page ____ of the records of the county aforesaid; that he knows of his own knowledge that, notwithstanding the discrepancy in name, the said Mary Anne Hittle, who executed the said instrument, is one and the same person as Mary Anne L. Hittle, the then record owner of the property by virtue of being the grantee in a deed executed on the 23rd day of July, 19 73, covering the aforesaid property, which deed is of record in Book 16 of Deeds, at page 422, of the records of the county aforesaid.

Further affiant saith not.

Peter I. Wold
Peter I. Wold

Subscribed and sworn to before me this 20th day of January, 19 81.

JOYCE A. CABOT - Notary Public
County of Natrona, Wyo.
My Commission Expires Sept. 22, 1984

My commission expires ____

Joyce A. Cabot
Notary Public.

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of January, 19 81, personally appeared Peter I. Wold

and

____, to 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 ____

Joyce A. Cabot
Notary Public.

625

626

AH-W-021

Form 36 KINTZEL BLUE PRINT CO. Casper, Wyoming

Affidavit of Identity

State of WYOMING } ss.
County of NATRONA

183164

Peter I. Wold, being first duly sworn on his oath, states

that he is familiar with the following described property, to-wit:

Township 32 North, Range 108 West, 6th P.M.
Section 14: SE¼NW¼, S½NE¼NW¼

RECORDED Feb. 9, 1981 8:00A
IN BOOK 60 Misc PAGE 626
FEE $4.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Wa

of ~~Section~~ ____ ~~Township~~ ____ ~~Range~~ x and containing 60.00 acres, more or less

situated in the County of Sublette, State of Wyoming

and that he is also familiar with Donald W. Rogers and Carol S. Rogers, h/w, who on the 18th day of December, 1980, executed an oil and gas lease in favor of Thomas E. Stroock, which instrument appears of record in Book ____, at page ____ of the records of the county aforesaid; that he knows of his own knowledge that, notwithstanding the discrepancy in name, the said Donald W. Rogers and Carol S. Rogers ~~is~~ are the said instrument, ~~is~~ one and the same person ~~as~~ Donald Wayne Rogers and Carol Sue Rogers, the then record owner of the property by virtue of being the grantee in a deed executed on the 7th day of July, 1978, covering the aforesaid property, which deed is of record in Book 20 of Deeds, at page 211, of the records of the county aforesaid.

Further affiant saith not.

Peter I. Wold

Peter I. Wold

Subscribed and sworn to before me this 26th day of January, 1981.

Joyce A. Cabot
Notary Public.

My commission expires

JOYCE A. CABOT - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept. 22, 1984

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of January, 19 81, personally appeared Peter I. Wold

and

, to 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 JOYCE A. CABOT - Notary Public
County of

Joyce A. Cabot
Notary Public.

Producers 88 Spec.-- U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 30th day of January, 1981 by and between Daniel Paul Flynn, a/k/a Danny Flynn, a single man; Thomas Carl Flynn, a/k/a Tommy Flynn, a single man; Louis Samora, a widower; Manuel and Louisa Samora, husband and wife; of 208 Alamosa Avenue, Alamosa, Colorado 81101 of ..... hereinafter called lessor (whether one or more) and

Thomas F. Stroock
P.O. Box 2875, Casper, Wyoming 82602 of ..... hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and more---------- DOLLARS ($ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

183108

Township 32 North, Range 108 West, 6th P.M.
Section 13: S½SW¼
Section 24: N½NW¼

Filed for record the 11th day of Feb. A.D. 1981 at 1:45 P.M.
In Book 60 Misc. Page 627
Fee $6.00 Kent Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy

of ~~Section~~ ~~Township~~ ~~Range~~ five (5) and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Alamosa National Bank at Alamosa, Colorado 81101, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of ------One Hundred Sixty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Daniel Paul Flynn — Daniel Paul Flynn (SEAL)
Thomas Carl Flynn — Thomas Carl Flynn (SEAL)
Louis Samora — Louis Samora (SEAL)
Manuel Samora — Manuel Samora (SEAL)
Louisa Samora (SEAL)
(SEAL)

627

628

STATE OF Colorado
COUNTY OF Saguache } 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 5 day of February, 19 81, personally appeared Daniel Paul Flynn, aka Danny Flynn, a single man and Laura Lenora Thomas aka Tammy Flynn, single woman and Laura Lenora Thomas Aka Laura Lenora Flynn, Manuel Lenora Aka Laura Lenora Flynn, 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 Oct. 17, 1982.

Notary Public

Residing at Saguache, Colorado

STATE OF _____ } ss.
COUNTY OF _____ }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, _____ a Notary Public, in and for said County and State, on this day of _____, 19___, personally appeared _____ and _____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Residing at _____

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19___, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19___.

(SEAL)

Notary Public.

My Commission expires _____

No. _____
FROM
TO
Dated _____, 19___
No. Acres _____ County _____
Term _____
This instrument was filed for record on the _____ day of _____, 19___, at _____ o'clock ___ M., and duly recorded in Volume _____ Page _____ of the records of this office.
County Clerk.
By _____ Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc. in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Rainbow Resources, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	BANK DEPOSITORY	AMOUNT

183239

RECORDED February 17, 1981 8:00 A.M.
IN BOOK 60 O & G PAGE 629
FEES $8.00 Lois J. York
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

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 18th day of Dec., 1980.

Hazel Ruth Nesbitt Halling (SEAL)
HAZEL RUTH NESBITT HALLING
SS# 519-24-3498

(SEAL)

(SEAL)

(SEAL)

629

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

630

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 18th day of July, 19 80, personally appeared HAZEL RUTH NESBITT HALLING

and [illegible], to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 4, 1982

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

[redacted] [redacted] [redacted]

Ethyl Maude Van Winkle
5555 ~~155~~ S. Elati
Cherrelyn Manor Nursing Home
Littleton, Colorado 80120 $20.82

Howard Van Winkle
1124 Phay Avenue
Canon City, Colorado 81212 $20.82

Roy Van Winkle
Route 2 Curtis Road Lot 7
Colorado Springs, Colorado 80909 $20.82

Ralph Van Winkle
P. O. Box 513
Hanna, Wyoming 82327 $20.82

Lucile Blankenship
P. O. Box 2251
Modesto, California 95351 $20.82

Clyde Booker
2 X W Beech Street
Chillicothe, Illinois 61523 $20.82

Birdie Heilbron
1614 Meade
San Diego, California 92116 $20.82

Gladys Collins
P. O. Box 101
Potrero, California 92063 $20.82

Marion Schlecht
1614 Meade
San Diego, California 92116 $20.82

Hazel Ruth Nesbitt Halling
Bondurant, Wyoming 82922 # 433597 Jackson State Bank Jackson, Wy 83001 $20.82

James D. Wood
Route 6, Box 186
Spokane, Washington 99207

FORM TA 21 2 REV 3 15 54

632

thr

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Rainbow Resources, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	BANK DEPOSITORY	AMOUNT
	183240	

RECORDED February 17, 1981 8:00 A M
IN BOOK 60 D&T PAGE 632
FEES $5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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 29th day of JULY, 1980.

Marion E Schlecht (SEAL)
MARION SCHLECHT
SS# (SEAL)
318-05-5054 (SEAL)
(SEAL)

Printed by F[illegible] St., 511 16th St., Suite 222, (303) 893-1581

STATE OF [redacted] }
COUNTY OF San Diego } ss.

Oklahoma [redacted] New Mexico, Wyoming, Montana, Colo[redacted]
[illegible]braska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of July, 19 80, personally appeared MARION SCHLECHT

and

, to 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 his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 7-1-83

Beverly Bryan Maddox
Notary Public.

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyomi[illegible], Montana, Colorado, Utah,
Nebraska, North Dakota, [illegible]
ACKNOWLEDGMENT — INDIVIDUAL

OFFICIAL SEAL
BEVERLY BRYAN MADDOX
NOTARY PUBLIC-CALIFORNIA
Principal Office in San Diego County
My Commission Exp. July 1, 1983

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

Notary Public.

(SEAL)

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres

County.

Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

Ethyl Maude Van Winkle 555 S. Elati Cherrelyn Manor Nursing Home Littleton, Colorado 80120	$20.82
Howard Van Winkle 1124 Phay Avenue Canon City, Colorado 81212	$20.82
Roy Van Winkle Route 2 Curtis Road Lot 7 Colorado Springs, Colorado 80909	$20.82
Ralph Van Winkle P. O. Box 513 Hanna, Wyoming 82327	$20.82
Lucile Blankenship P. O. Box 2251 Modesto, California 95351	$20.82
Clyde Booker 2 X W Beech Street Chillicothe, Illinois 61523	$20.82
Birdie Heilbron 1614 Meade San Diego, California 92116	$20.82
Gladys Collins P. O. Box 101 Potrero, California 92063	$20.82
Marian Schlecht 1614 Meade San Diego, California 92116	$20.82
Hazel Ruth Nesbitt Halling Bondurant, Wyoming 82922	$20.82
James D. Wood Route 6, Box 186 Spokane, Washington 99207	$20.82

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc. in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Rainbow Resources, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	BANK DEPOSITORY	AMOUNT
	18221	

RECORDED February 17, 1981 8:00 A M
IN BOOK 60 O & G PAGE 635
FEES $8.00 Lavon J York
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Wanda M Nelson

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 24th day of July, 1980.

Gladys Collins (SEAL)
GLADYS COLLINS
SS# 319-01-9226 (SEAL)
(SEAL)
(SEAL)

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893 1681

636

STATE OF California
COUNTY OF San Diego } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of July, 1980, personally appeared GLADYS COLLINS

and _____

_____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 7-1-83

Beverly Kay Cox
Notary Public.

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

OFFICIAL SEAL
BEVERLY KAY COX
NOTARY PUBLIC-CALIFORNIA
Principal Office in San Diego County
My Commission Expires July 1, 1983

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 _____

_____, 19____

_____ 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

Dated _____

No. Acres _____

Term _____

Ethyl Maude Van Winkle
555 S. Elati
Cherrelyn Manor Nursing Home
Littleton, Colorado 80120

$20.82

Howard Van Winkle
1124 Phay Avenue
Canon City, Colorado 81212

$20.82

Roy Van Winkle
Route 2 Curtis Road Lot 7
Colorado Springs, Colorado 80909

$20.82

Ralph Van Winkle
P. O. Box 513
Hanna, Wyoming 82327

$20.82

Lucile Blankenship
P. O. Box 2251
Modesto, California 95351

$20.82

Clyde Booker
2 X W Beech Street
Chillicothe, Illinois 61523

$20.82

Birdie Heilbron
1614 Meade
San Diego, California 92116

$20.82

Gladys Collins
P. O. Box 101
Potrero, California 92063

$20.82

Marion Schlecht
1614 Meade
San Diego, California 92116

$20.82

Hazel Ruth Nesbitt Halling
Bondurant, Wyoming 82922

$20.82

James D. Wood
Route 6, Box 186
Spokane, Washington 99207

638

thr

RATIFICATION AND RENTAL DIVISION ORDER

CLIFT CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Rainbow Resources, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	BANK DEPOSITORY	AMOUNT
	182212	

RECEIVED February 12 1982 8:00 A.M.
IN BOOK 60 O & G PAGE 638
FEES $8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

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 24 day of July, 1982.

Berdie H. Heilbron (SEAL)
BERDIE HEILBRON
SS# 520-03-3027 A

(SEAL)

(SEAL)

(SEAL)

STATE OF [redacted] Mills }
COUNTY OF Mills }ss.

Oklahon[redacted], New Mexico, Wyoming, Montana, Col[redacted]
braska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3 rd day of July, 19 80, personally appeared BERDIE HEILBRON

and

, to 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 his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 7-1-83

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

FROM

TO

No

Dated

No. Acres

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

Ethyl Maude Van Winkle 555 S. Elati Cherrelyn Manor Nursing Home Littleton, Colorado 80120	$20.82
Howard Van Winkle 1124 Phay Avenue Canon City, Colorado 81212	$20.82
Roy Van Winkle Route 2 Curtis Road Lot 7 Colorado Springs, Colorado 80909	$20.82
Ralph Van Winkle P. O. Box 513 Hanna, Wyoming 82327	$20.82
Lucile Blankenship P. O. Box 2251 Modesto, California 95351	$20.82
Clyde Booker 2 X W Beech Street Chillicothe, Illinois 61523	$20.82
Berdie Heilbron 1614 Meade San Diego, California 92116	$20.82
Gladys Collins P. O. Box 101 Potrero, California 92063	$20.82
Marion Schlecht 1614 Meade San Diego, California 92116	$20.82
Hazel Ruth Nesbitt Halling Bondurant, Wyoming 82922	$20.82
James D. Wood Route 6, Box 186 Spokane, Washington 99207	$20.82

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Rainbow Resources, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	BANK DEPOSITORY	AMOUNT
	183213	

RECORDED February 17 1981 8:00 A M
BOOK 60 D & E PAGE 641
FEES $6.00 Paid
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 23 day of July, 1980.

Howard Van Winkle (SEAL)
HOWARD VAN WINKLE
SS# 574-36-7536

(SEAL)

(SEAL)

(SEAL)

6-41

Printed by F&M Printing, 511 16th St., Suite 222 (303) 893-1681

642

STATE OF Colorado }
COUNTY OF Fremont } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of July 19 80, personally appeared HOWARD VAN WINKLE

and Howard Van Winkle

, to 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 Sept 29, 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

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

Ethyl Maude Van Winkle
555 S. Elati
Cherrelyn Manor Nursing Home
Littleton, Colorado 80120

$20.82

Howard Van Winkle
1124 Phay Avenue
Canon City, Colorado 81212

$20.82

Roy Van Winkle
Route 2 Curtis Road Lot 7
Colorado Springs, Colorado 80909

$20.82

Ralph Van Winkle
P. O. Box 513
Hanna, Wyoming 82327

$20.82

Lucile Blankenship
P. O. Box 2251
Modesto, California 95351

$20.82

Clyde Booker
2 X W Beech Street
Chillicothe, Illinois 61523

$20.82

Birdie Heilbron
1614 Meade
San Diego, California 92116

$20.82

Gladys Collins
P. O. Box 101
Potrero, California 92063

$20.82

Marion Schlecht
1614 Meade
San Diego, California 92116

$20.82

Hazel Ruth Nesbitt Halling
Bondurant, Wyoming 82922

$20.82

James D. Wood
Route 6, Box 186
Spokane, Washington 99207

FORM TA 212 REV 3 15 80

644

thr

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kermerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by

Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Rainbow Resources, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	BANK DEPOSITORY	AMOUNT
	182214	

FILED February 17 1981 8:00 A M
BOOK 60 O & G PAGE 644
FEES $8.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Allen

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 1/16/81 day of _____, 19____

James D. Wood, (SEAL)
JAMES D. WOOD
SS# 540-22-3946 (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF [redacted] Washington } ss.
COUNTY OF Spokane }

Oklahoma, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of July, 1980, personally appeared JAMES D. WOOD

and

, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 5-8-82

Notary Public, State of Washington

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

Ethyl Maude Van Winkle
555 S. Elati
Cherrelyn Manor Nursing Home
Littleton, Colorado 80120 — $20.82

Howard Van Winkle
1124 Phay Avenue
Canon City, Colorado 81212 — $20.82

Roy Van Winkle
Route 2 Curtis Road Lot 7
Colorado Springs, Colorado 80909 — $20.82

Ralph Van Winkle
P. O. Box 513
Hanna, Wyoming 82327 — $20.82

Lucile Blankenship
P. O. Box 2251
Modesto, California 95351 — $20.82

Clyde Booker
2 X W Beech Street
Chillicothe, Illinois 61523 — $20.82

Birdie Heilbron
1614 Meade
San Diego, California 92116 — $20.82

Gladys Collins
P. O. Box 101
Potrero, California 92063 — $20.82

Marion Schlecht
1614 Meade
San Diego, California 92116 — $20.82

Hazel Ruth Nesbitt Halling
Bondurant, Wyoming 82922 — $20.82

James D. Wood
Route 6, Box 186
Spokane, Washington 99207 — $20.82

[redacted] o: Williams Exploration Co. [redacted] [redacted]
P. O. Box 3102
Tulsa, Ok. 74101

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto _____ 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	BANK DEPOSITORY	AMOUNT
	183245	

Filed for Record
November 7 1980 8:00 A M
Book 60 O & G
Page 647
Sublette County Clerk
Sublette County, Pinedale, Wyoming
by Dorothy McInnis

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 28th day of July, 19 80.

_____ _____ (SEAL)
CLYDE BOOKER
SS# 520-05-5902

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893 1681

648

STATE OF [illegible] }
COUNTY OF Pueblo } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of January, 1980, personally appeared CLYDE BOOKER

and _____, to 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. 1981 Edith O. Stroud
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

Ethyl Maude Van Winkle 555 S. Elati Cherrelyn Manor Nursing Home Littleton, Colorado 80120	$20.82
Howard Van Winkle 1124 Phay Avenue Canon City, Colorado 81212	$20.82
Roy Van Winkle Route 2 Curtis Road Lot 7 Colorado Springs, Colorado 80909	$20.82
Ralph Van Winkle P. O. Box 513 Hanna, Wyoming 82327	$20.82
Lucile Blankenship P. O. Box 2251 Modesto, California 95351	$20.82
Clyde Booker 2 X W Beech Street Chillicothe, Illinois 61523	$20.82
Birdie Heilbron 1614 Meade San Diego, California 92116	$20.82
Gladys Collins P. O. Box 101 Potrero, California 92063	$20.82
Marion Schlecht 1614 Meade San Diego, California 92116	$20.82
Hazel Ruth Nesbitt Halling Bondurant, Wyoming 82922	$20.82
James D. Wood Route 6, Box 186 Spokane, Washington 99207	$20.82

650

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto _____ 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	BANK DEPOSITORY	AMOUNT
	183246	

February 17 19 81 8:00 A
60 D & G
Fees $ 8.00 Sandy Yake
SUBLETTE COUNTY, PINEDALE, WYOMING
650
COUNTY CLERK
by Dorothy M. Lewis

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 18 day of July, 19 80.

Lucile Blankenship (SEAL)
LUCILE BLANKENSHIP
SS# 525-76-0695

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF [redacted]ia
COUNTY OF Stanislaus } ss.

Oklahoma, [redacted] New Mexico, Wyoming, Montana, Colorado, [redacted]
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of July, 19 80, personally appeared LUCILE BLANKENSHIP

and N/A

, to 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 Aug. 30, 1982

Roselle Shoup
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.

ROSELLA SHOUP
NOTARY PUBLIC — CALIFORNIA
STANISLAUS COUNTY
My Commission Expires Aug. 30, 1982

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

657

Ethyl Maude Van Winkle 555 S. Elati Cherrelyn Manor Nursing Home Littleton, Colorado 80120	$20.82
Howard Van Winkle 1124 Phay Avenue Canon City, Colorado 81212	$20.82
Roy Van Winkle Route 2 Curtis Road Lot 7 Colorado Springs, Colorado 80909	$20.82
Ralph Van Winkle P. O. Box 513 Hanna, Wyoming 82327	$20.82
Lucile Blankenship P. O. Box 2251 Modesto, California 95351	$20.82
Clyde Booker 2 X W Beech Street Chillicothe, Illinois 61523	$20.82
Birdie Heilbron 1614 Meade San Diego, California 92116	$20.82
Gladys Collins P. O. Box 101 Potrero, California 92063	$20.82
Marion Schlecht 1614 Meade San Diego, California 92116	$20.82
Hazel Ruth Nesbitt Halling Bondurant, Wyoming 82922	$20.82
James D. Wood Route 6, Box 186 Spokane, Washington 99207	$20.82

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Rainbow Resources, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	BANK DEPOSITORY	AMOUNT
	183817	

RECORDED February 17 1981 8:00 A.M.
IN BOOK 60 Oil & G PAGE 653
FEES $8.00 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy W. Stein

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 17 day of July, 1980.

Notary (SEAL)

Roy Van Winkle (SEAL)
ROY VAN WINKLE
SS# 525 76 0697

(SEAL)

(SEAL)

(SEAL)

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

654

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 17TH day of July, 19 80, personally appeared ROY VAN WINKLE

and

, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires My Commission Expires Aug. 29, 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

No.
FROM
TO
, 19
Dated
No. Acres
County
Term
This instrument was filed for record on the
19, at
day of
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

Ethyl Maude Van Winkle 555 S. Elati Cherrelyn Manor Nursing Home Littleton, Colorado 80120	$20.82
Howard Van Winkle 1124 Phay Avenue Canon City, Colorado 81212	$20.82
Roy Van Winkle Route 2 Curtis Road Lot 7 Colorado Springs, Colorado 80909	$20.82
Ralph Van Winkle P. O. Box 513 Hanna, Wyoming 82327	$20.82
Lucile Blankenship P. O. Box 2251 Modesto, California 95351	$20.82
Clyde Booker 2 X W Beech Street Chillicothe, Illinois 61523	$20.82
Birdie Heilbron 1614 Meade San Diego, California 92116	$20.82
Gladys Collins P. O. Box 101 Potrero, California 92063	$20.82
Marion Schlecht 1614 Meade San Diego, California 92116	$20.82
Hazel Ruth Nesbitt Halling Bondurant, Wyoming 82922	$20.82
James D. Wood Route 6, Box 186 Spokane, Washington 99207	$20.82

RATIFICATION AND RENTAL DIVISION ORDER

CLIFF CREEK
#2966-3

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 18, 1978, from First Wyoming Bank, N. A. Kemmerer, Wyoming, and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 57, Page 4, of the County Clerk Records of Sublette County, Wyoming, is owned by Rainbow Resources, Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 113 West
Section 4: Lot 3 (7.75 acres), NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acres, more or less) SE¼SE¼ (except that part lying North and East of Highway No. 187, as described in deed recorded in Book 4, page 610 in the County Records of Sublette County, containing 20 acres, more or less);
Section 9: E½NE¼;
Section 10: N½SW¼, SE¼SW¼, SW¼SE¼;
Township 38 North, Range 113 West
Section 33: E½SW¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto_____ 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	BANK DEPOSITORY	AMOUNT
	183243	

RECORDED February 17 1984 8:55 A M
IN BOOK 60 O & G PAGE 656
FEES $8.00 Lavon J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Etienne

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 August, 1983.

Witness

Elizabeth Van Ness

103 W Powers Littleton Colo

Her Mark
ETHYL MAUDE VAN WINKLE (SEAL)
SS# 466-28-8731 A (SEAL)
(SEAL)
(SEAL)

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

657

STATE OF COLORADO }
COUNTY OF ARAPAHOE } 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 SEVENTH day of AUGUST, 19 80, personally appeared ETHYL MAUDE VAN WINKLE

and _____, to 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 My Commission Expires Feb. 4, 1982. 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

Ethyl Maude Van Winkle 555 S. Elati Cherrelyn Manor Nursing Home Littleton, Colorado 80120	$20.82
Howard Van Winkle 1124 Phay Avenue Canon City, Colorado 81212	$20.82
Roy Van Winkle Route 2 Curtis Road Lot 7 Colorado Springs, Colorado 80909	$20.82
Ralph Van Winkle P. O. Box 513 Hanna, Wyoming 82327	$20.82
Lucile Blankenship P. O. Box 2251 Modesto, California 95351	$20.82
Clyde Booker 2 X W Beech Street Chillicothe, Illinois 61523	$20.82
Birdie Heilbron 1614 Meade San Diego, California 92116	$20.82
Gladys Collins P. O. Box 101 Potrero, California 92063	$20.82
Marion Schlecht 1614 Meade San Diego, California 92116	$20.82
Hazel Ruth Nesbitt Halling Bondurant, Wyoming 82922	$20.82
James D. Wood Route 6, Box 186 Spokane, Washington 99207	$20.82

659

Sublette

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE, dated this 6th day of February, 1981, is from ASSOCIATED ROYALTY COMPANY, a Nevada corporation (herein called "Assignor"), 1150 Anchorage Lane, San Diego, California 92138 to A. M. CULVER COMPANY, a Colorado general partnership, (the "Partnership"), P. O. Box 81045, San Diego, California 92138.

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 the Partnership, subject to the Permitted Encumbrances (defined herein), the following (all of which are herein called the "Interests"):

1. The entire estates or the undivided interests therein as described in Exhibit A 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 (herein called the "Leases:), insofar as the Leases cover and relate to the land described or referred to in Exhibit A (herein called the "Land");

2. All other assets, properties, rights and interests (including without limitation royalties, fee interests, mineral interests and surface estates) specifically described in Exhibit A (herein called the "Other Properties");

3. All the property, rights, agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, options and orders described in Exhibit A;

4. 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 Land which may be necessary, convenient or incidental to the possession and enjoyment of the interests in the Leases so conveyed;

5. With respect to the Leases and Other Properties, all of Assignor's right, title and interest in and to all of the fixtures, equipment, improvements, tenements, hereditaments, automobiles and other vehicles, inventories, warehouse stock, gathering systems associated with the Leases or Other Properties, appurtenances, agreements, product purchase and sale contracts, leases of equipment and facilities, easements, permits, licenses, servitudes, options, orders and rights-of-way thereon, appurtenant thereto, used by Assignor or held for use by Assignor in connection with the ownership or operation thereof or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, regardless of whether such items are described on Exhibit A; and

183251

RECORDED Feb 17 1981 1:00 P M
IN BOOK 60 O & G PAGE 659
FEES $10.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

6. All of Assignor's right, title and interest in and to all other interests in the Leases, the Other Properties or the Land, if any, owned by Assignor, but not described on Exhibit A attached hereto.

To have and to hold the Interests unto the Partnership and its successors and assigns forever.

Assignor shall warrant and forever defend title to the Interests, 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.

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 pursuant to which Assignor is not in default); (iii) 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; (iv) conventional rights of reassignment requiring less than 90 days' notice to the holders of such rights; and (v) any other easements, rights of way, reservations or restrictions of record or on file with the appropriate governmental agency.

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 the Partnership, 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.

Assignor hereby quitclaims to the Partnership, to the extent so transferable, any right of Assignor to serve as operator under applicable operating agreements covering the Interests or any portion thereof.

The Partnership 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 date hereof, 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. 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.

Separate assignments of the Interests shall be executed on approved forms by Assignor to the Partnership, 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.

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, Bill of Sale 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, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and the Partnership and their respective successors and assigns.

EXECUTED as of the date first written above.

ASSOCIATED ROYALTY COMPANY

ATTEST:

By _____
Glen Berger, Vice President

_____
Walter K. Arbuckle,
Assistant Secretary

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Glen Berger as Vice President of Associated Royalty Company this 6th day of February, 1981.

Witness my hand and official seal.

_____
Notary Public

My commission expires: My Commission Expires Setp. 18, 1981

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF ASSIGNMENT DATED
FROM ASSOCIATED ROYALTY COMPANY TO A. M. CULVER COMPANY

		RECORDED DATE	BOOK	PAGE	DESCRIPTION	ASSIGNED INTEREST
1.	Wyoming 0274286	11/1/63			Township 27 North, Range 103 West Section 22: All	1/2 of 1% Overriding Royalty

SC-W-0555

Mid-Continent Association Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell,

assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated November 18, 1975, from Jewett Land and Livestock Company, a Wyoming Corporation Big Piney, Wyoming, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 71, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 112 West, 6th P.M.
Section 17: S½SW¼
Section 18: SE¼SE¼
Section 19: N½NE¼
Section 20: N½NW¼, SE¼NW¼, NE¼, NE¼SE¼
Section 21: W½NW¼, NW¼SW¼

of Section ----, Township ----, Range ----, and containing 640.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 20th day of January, 1981

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 17th day of Feb., 1981, at 1:00 o'clock P M., and duly recorded in book 60 Page 663 of the records of this office.

Lou J. Yake by Dorothy Wilson
Register of Deeds.

When recorded
Return to

183252

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

KITTA HOWELL Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 28, 1983

[redacted] [redacted] [redacted] Public.

[redacted] [redacted] SC-W-[redacted]

Mid-Continent Association Form KINTZEL BLUE PRINT CO CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell,

assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated November 20, 1975, from C K Land and Livestock Co., Inc., A Wyoming Corporation, Big Piney, Wyoming, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 115, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 17th day of Feb., 1981, at 1 o'clock P M., and duly recorded in book 60 Ops Page 664 of the records of this office.

Louis J Yake by Dorothy Mitchell
Register of Deeds.

When recorded Return to 183253

Township 33 North, Range 113 West, 6th P.M.
Section 20: S½S½
Section 21: SE¼NW¼, E½SW¼, SW¼SW¼, SE¼
Section 22: SW¼, SW¼SE¼
Section 27: N½NW¼
Section 28: N½N½
Section 29: N½N½

of Section ----, Township ----, Range ----, and containing 1,080.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 20th day of January, 1981

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

RITA T. HOWELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 23, 1983

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rita T. Howell
Notary Public.

665

SC-W-0568

Mid-Continent Association Form KINTZEL BLUE PRINT CO. CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), an undivided one-half (1/2) interest in and to the oil and gas lease dated April 28, 1978, from Edna Mae Swain, formerly Edna Mae Wardell, a single woman, Box 124, Daniel, Wyoming, Lessor, to Hawthorn Oil Company, P. O. Box 2693, Casper, Wyoming 82602, Lessee, recorded in book 56, page 341, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 110 West, 6th P.M.
Section 3: SW¼NW¼, NW¼SW¼, except that part of the NW¼SW¼ which lays on the east side of the Green River containing approximately 20 acres.
Section 4: Lots 2, 3, 4, S½N½, SW¼, N½SE¼, N½SW¼SE¼, SE¼SE¼
Section 5: S½NE¼, N½SE¼, SE¼SE¼
Section 8: E½NE¼
Section 9: NW¼
Township 34 North, Range 110 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: SW¼SE¼, S½SW¼

of Section ----, Township ----, Range ----, and containing 1,235.63 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 23rd day of January, 1981.

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 17th day of Feb., 1981, at 1 o'clock P M., and duly recorded in book 60 Or. Page 665 of the records of this office.

Lana J. Yabsley by Dorothy McKee
Register of Deeds.

When recorded
Return to

183274

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT--INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

RITA T. HOWELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 28, 1983

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rita T. Howell
Notary Public

My Commission Expires November 28, 1983

[redacted] [redacted] SC-W-[redacted]

Mid-Continent Association Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell,

assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated December 5, 1975, from Mary E. Guinard (formerly Mary E. Koch) (formerly Mary E. Thompson) and Louis P. Guinard, her husband, P. O. Box 552, Pinedale, Wyoming, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 79, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 113 West, 6th P.M.
Section 9: N½N½

of Section ----, Township ----, Range ----, and containing 160.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 20th day of January, 1981

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 17th day of Feb, 1981, at 1 o'clock P M., and duly recorded in book 60 Ors Page 665A of the records of this office.

Lou J Hake by Dorothy Mitchell
Register of Deeds.

When recorded
Return to 18975

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 20th day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

RITA T. HOWELL-Notary Public
County of Natrona Wyoming
My Commission Expires Nov. 28, 1983

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rita T. Howell
Notary Public

665A

666

SC-W-0558

Mid-Continent Association Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 17th day of Feb, 1981, at 1 o'clock P M., and duly recorded in book 60 Misc Page 666 of the records of this office.

Lou J. Yoder by Dorothy McKee
Register of Deeds.

When recorded
Return to

182275

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated December 4, 1975, from Cora E. Roberts, a widow, P. O. Box 173, Pinedale, Wyoming, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 177, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 113 West, 6th P.M.
Section 1: Lots 3 (39.20 ac.), 4 (38.88 ac.), S½NW¼
Section 2: Lots 1 (38.62 ac.), 2 (38.43 ac.), S½NE¼
Section 3: Lots 3 (38.84 ac.), 4 (39.20 ac.), S½NW¼
Section 4: S½

of Section ----, Township ----, Range ----, and containing 793.17 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 20th day of January, 1981

(Seal)

(Seal)

(Seal)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

RITA T. HOWELL Notary Public
County of [redacted] State of Wyoming
My Commission Expires Nov. 29, 1983

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[redacted] [redacted] [redacted]
Public.

SC-W-[redacted]

Mid-Continent Association Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 17th day of Feb, 1981, at 1 o'clock P M., and duly recorded in book 60 Ox Page 667 of the records of this office.

Lora J. Yoke by Dorothy Mock
Register of Deeds.

When recorded
Return to

183257

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602 (hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602 (hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated December 10, 1975, from Janice R. Luhn and John C. Luhn, wife and husband, and Loren W. Foote and Dorothea Foote, husband and wife, 103 Chanticleer Lane, Hinsdale, Illinois, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 200, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 113 West, 6th P.M.
Section 1: Lots 3, 4, S½NW¼
Section 2: Lots 1, 2, S½NE¼

of Section ----, Township ----, Range ----, and containing 315.13 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 20th day of January, 19 81

Rita T. Howell (Seal)
Marta F. Stroock (Seal)
(Seal)

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of January, 19 81, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

RITA T. HOWELL-Notary Public
County of ... State of ...
My Commission Expires ... 1983

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rita T. Howell
Notary Public.

668

SC-W-0559

Mid-Continent Association Form

KINTZEL BLUE PRINT CO.
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell,

assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated January 28, 1976, from H. Carl Wall and Ruth O. Wall, husband and wife, 17556 Willow Tree Lane, Irvine, California, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 220, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 35 North, Range 113 West, 6th P.M.
Section 32: SE¼SW¼
Township 34 North, Range 113 West, 6th P.M.
Section 5: Lot 3 (38.61), Lot 4 (38.63), SW¼NW¼

of Section ____, Township ____, Range ____, and containing 157.24 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 21st day of January, 1981

Thos F Howell (Seal)

Marta K. Stroock (Seal)

(Seal)

STATE OF Wyoming)
COUNTY OF Sublette) ss.

This instrument was filed for record on the 17th day of Feb., 1981, at 1 o'clock P M., and duly recorded in book 60 Orig Page 668 of the records of this office.

Lois J. Yake by Dorothy McKee
Register of Deeds.

When recorded
Return to

183258

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 21st day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ____, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

RITA T. HOWELL-Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 28, 1983

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rita T Howell
Notary Public

My Commission Expires November 28, 1983

Mid-Continent Association Form

KINTZEL BLUE PRINT CO.
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated January 28, 1976, from Bessie Houston, also known as Bessie H. Houston, a widow 7740 Cortez Avenue, Atascadero, California 93422, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 208, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 35 North, Range 113 West, 6th P.M.
Section 32: SE¼SW¼
Township 34 North, Range 113 West, 6th P.M.
Section 5: Lot 3 (38.61), Lot 4 (38.63), SW¼NW¼

of Section ----, Township ----, Range ----, and containing 157.24 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 21st day of January, 1981

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 17th day of Feb, 1981, at 1 o'clock P M., and duly recorded in book ---- Page 669 of the records of this office.

Lois J. Yadon by Dorothy McClure
Register of Deeds.

When recorded
Return to ----

183259

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 21st day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

RITA T. HOWELL-Notary Public
County of Natrona
State of Wyoming
My Commission Expires November 28, 1983

Rita T. Howell
Notary Public

669

670

SC-W-0559

Mid-Continent Association Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated December 4, 1975, from Edmond C. Todd, a single man, also known as E. C. Todd, Daniel, Wyoming, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 175, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 113 West, 6th P.M.
Section 5: Lots 3, 4, SW¼NW¼
Section 6: Lots 1, 2, SW¼NE¼
Township 35 North, Range 113 West, 6th P.M.
Section 30: SE¼SE¼
Section 31: E½, SE¼NW¼, NE¼SW¼
Section 32: NW¼SE¼, SW¼

of Section ----, Township ----, Range ----, and containing 875.20 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 21st day of January, 1981

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 17th day of Feb, 1981, at 1 o'clock P M., and duly recorded in book 60 Or Page 670 of the records of this office.

Lou J. Yake by Dorothy Mickelson
Register of Deeds.

When recorded
Return to

183260

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 21st day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

RITA T. HOWELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 24, 1982

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

November 28, 1983

[redacted] Rita T. Howell [redacted] Notary Public

[redacted] [redacted] SC-W[redacted]

Mid-Continent Association Form

KINTZEL BLUE PRINT CO.
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated January 8, 1976, from Priscilla B. Baker, a widow, 615 S. Center, Casper, Wyoming 82601, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 183, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 113 West, 6th P.M.
Section 2: SE¼

of Section ----, Township ----, Range ----, and containing 160.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 21st day of January, 19 81.

Thos. F. Stroock (Seal)

Marta K. Stroock (Seal)

(Seal)

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 17th day of Feb., 1981, at 1 o'clock P M., and duly recorded in book 60 Or Page 671 of the records of this office.

Louise Yake Leigh Dorothy M. Ellis
Register of Deeds.

When recorded
Return to

183261

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of January, 19 81, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and ----, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

County of Natrona State of Wyoming
My Commission Expires Nov. 28, 1983

Lois F. Howey
Notary Public

My Commission Expires November 28, 1983

672

SC-W-0560

Mid-Continent Association Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, ~~Wyoming~~ 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

COLONEL PETROLEUM CORPORATION, P. O. Box 3100, Casper, Wyoming 82602

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated March 12, 1976, from Dick Lozier and Donna J. Lozier, husband and wife,

, Lessor, to Thomas F. Stroock, Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 52, page 410, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 113 West, 6th P.M.
Section 2: SE¼

of Section ----, Township ----, Range ----, and containing 160.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 21st day of January, 1981.

Thos F. Howell (Seal)

Marta K. Stroock (Seal)

(Seal)

STATE OF WYOMING
COUNTY OF NATRONA } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of January, 1981, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and , to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

RITA T. HOWELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 28, 1983

My Commission Expires November 28, 1983

[redacted] Notary Public

Filed for record the 17th day of Feb, 1981, at 1 o'clock P M., and duly recorded in book 60 Or- Page 672 of the records of this office.

Louis J. Yoder by Dorothy Wilson
Register of Deeds.

When recorded Return to

183262

CORRECTION ASSIGNMENT WITH

RESERVATION OF OVERRIDING ROYALTY

United States Oil and Gas Lease No. W-63822

Cheyenne Land Office

THIS CORRECTION ASSIGNMENT WITH RESERVATION OF OVERRIDING ROYALTY is made as of the 24th day of July, 1978, by E. B. CLARK, III (hereinafter "Clark III"), whose address is 4760 East Colorado Avenue, Denver, Colorado, 80222, R. K. CLARK (hereinafter "R.K. Clark"), whose address is 4155 East Jewell Avenue, Suite 601, Denver, Colorado, 80222, and E. B. CLARK, JR. (hereinafter "Clark Jr."), of the same address.

1. On or about the 24th day of July, 1978, Clark III transferred and assigned the above-designated oil and gas lease (hereinafter "the Lease") to Clark Jr. insofar as it covered the following-described land situate in the County of Sublette, State of Wyoming (hereinafter "the Property"), to-wit:

T.36 N., R.111 W., 6th P.M.

Section 6:	Lots 1-7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4
Section 7:	Lots 1-4, E/2, E/2 W/2
Section 18:	Lots 1-4, E/2, E/2 W/2
Section 19:	Lots 1-4, E/2 E/2, NW/4 NE/4, E/2 NW/4, NE/4 SW/4
Section 31:	E/2 E/2

reserving, however, a 3% of 8/8ths overriding royalty, and purporting to "reserve" for R.K. Clark an additional 3% of 8/8ths overriding royalty.

2. On or about the 22nd day of August, 1978, Clark Jr. transferred and assigned unto both Clark III and R.K. Clark 3% of 8/8ths overriding royalties on all oil, gas and other hydrocarbons produced from the Lease, and all extensions and renewals thereof, insofar as it covered all the Property. Said assignment is recorded at Book 56 of Oil and Gas, page 560, of the records of the Clerk and Ex-Officio Register of Deeds for the County of Sublette, State of Wyoming.

183267

RECORDED February 18 1981 8:00 A M
IN BOOK 60 O & G PAGE 673
FEES $10.00 Lorie Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. It was the intent of Clark III and Clark Jr., by execution and delivery of the instruments noted in paragraphs 1 and 2 above, to reserve in Clark III a 3% of 8/8ths overriding royalty, and to assign to R.K. Clark an additional 3% of 8/8ths overriding royalty.

4. To prevent possible misunderstanding, Clark III, R.K. Clark and Clark Jr. desire to clarify their respective interests in the Lease.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH that

A. Clark III, for good and valuable consideration, has transferred and assigned, and does hereby transfer and assign unto Clark Jr., his heirs and assigns forever, to the extent that any earlier transfer was ineffective or inconsistent herewith, 100% of his interest in the Lease; reserving unto himself, however, a 3% of 8/8ths overriding royalty on all oil, gas and other hydrocarbons produced from the Lease, and all extensions and renewals thereof, insofar as it covers all the Property. The interest assigned herein is also subject to the overriding royalty noted at B below.

B. R.K. Clark, for good and valuable consideration, hereby transfers and assigns unto Clark Jr., his heirs and assigns forever, 100% of his interest in the Lease; reserving unto himself, however, a 3% of 8/8ths overriding royalty on all oil, gas and other hydrocarbons produced from the Lease, and all extensions and renewals thereof, insofar as it covers all the Property.

The undersigned agree that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

The undersigned certify that the statements made herein are true, complete, and correct to the best of their knowledge and belief, and are made in good faith.

E. B. Clark, III

E. B. CLARK, III

Date: APRIL 2, 1980

R. K. Clark

R. K. CLARK

Date: APRIL 2, 1980

E. B. Clark, Jr.

E. B. CLARK, JR.

Date: APRIL 2, 1980

STATE OF COLORADO)
)
COUNTY OF DENVER)

Subscribed and sworn to before me this 2nd day of APRIL, 1980, by E. B. CLARK, III.

WITNESS my hand and official seal.

My commission expires: My commission expires Oct. 18, 1983

Ruth C. Hopper

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me this 2nd day of APRIL, 1980, by R. K. CLARK.

WITNESS my hand and official seal.

My commission expires: My commission expires Oct. 18, 1983

Ruth C. Hopper

Notary Public

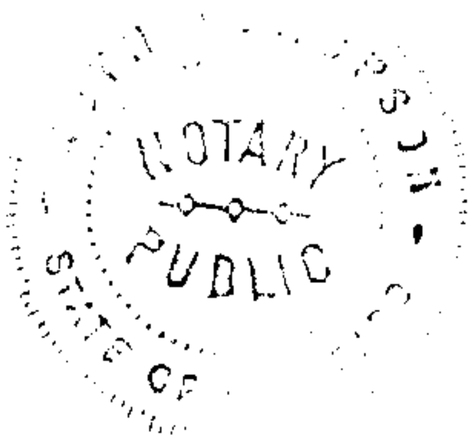
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me this 2nd day of APRIL, 1980, by E. B. CLARK, JR.

WITNESS my hand and official seal.

My commission expires: My commission expires Oct. 18, 1983

Edith C. Hopson
Notary Public



AH-W-01[redacted]

Producers 88 Spec. - .
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 6th day of January 81

Nellie F. Steele
a single woman, P.O. Box 53, Boulder, Wyoming 82923

of , hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoming 82602 , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----Ten and more----

($ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contracted to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipe lines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 32 North, Range 108 West, 6th P.M.
Section 13: N½SE¼, SE¼SE¼

183301

RECORDED Feb 19 1981 8:00 A.M.
IN BOOK 60 O & G PAGE 677
FEES 6.00 Paul Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Wilson

five (5) N. F. S.
of Section Township Range and containing 120.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XX~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and all gas produced and sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be producing. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one eighth at the market price for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank Bank at Rock Springs Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Twenty and No/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee hereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall be in force and effect just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the land released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the location, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment hereof in whole or in part, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties have executed in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of all parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay 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 hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in said county without any liability on the bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the land covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based only on production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

Nellie F. Steele

Nellie F. Steele (SEAL)
Nellie F. Steele

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT – INDIVIDUAL

BEFORE ME Betty J. Hobgood a Notary Public, in and for said County and State on this day of February, 1931 personally appeared Hellie F. Steele, *a single woman,*

and ..... to 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 September 1, 1981

Notary Public.

Residing at

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME..... a Notary Public, in and for said County and State, on this day of ....., 19.... personally appeared .....

and .....

....., to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

Notary Public.

Residing at .....

State of .....
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

KINTZEL BLUF PRINT CO., CASPER, WYOMING

STATE OF TEXAS)

COUNTY OF BEXAR)

OVERRIDING ROYALTY INTEREST

WHEREAS, FANNIE LINCOLN HOWELL, the widow of H. H. Howell, deceased, is the owner of a one-half (1/2) community property interest in and to certain royalty interests in mineral leases on property situated in Sublette County, Wyoming, described as follows:

Retained overriding royalty interests in the name of H. H. Howell in certain minerals situated in Sublette County and leased to Belco Petroleum Corporation as the unit operator and working interest owners as follows:

3.0000% of 8/8ths in and to lands in Sublette County, Wyoming, wo-wit:

Township 29 North, Range 113 West 6th P.M.
Sec. 1: Lots 3, 4, S 1/2 NW 1/4, SW 1/4
2: Lots 1, 2, 3, 4, S 1/2 NE 1/4, SE 1/4 NW 1/4, S 1/2

-- AND --

6.2500% of 8/8th in and to lands in Sublette County, Wyoming, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Sec. 1: Lots 3, 4, S 1/2 NW 1/4, SW 1/4
2: Lots 1, 2, 3, 4, S 1/2 NE 1/4, SE 1/4 NW 1/4, S 1/2

-- AND --

12.500% of 8/8ths in and to lands in Sublette County, Wyoming, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Sec. 10: NE 1/4 NE 1/4

-- AND --

12.50000% of 8/8th in and to lands in Sublette County, Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M.
Sec. 10: NW 1/4 NE 1/4

-- AND --

3% of 8/8th in and to land in Sublette County Wyoming, to-wit:

Township 30N Range 113W 6th P.M.
Sec. 27: NW 1/4 160.00 Acres

WHEREAS, it is desired that all of Fannie Lincoln Howell's 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

183316

RECORDED February 20 81 8:00 A M
IN BOOK 60 O & G PAGE 679
FEES $6.00 Lana Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Howell has for her granddaughter, KATHLEEN ANN COX.

NOW, THEREFORE, Fannie Lincoln Howell, for the love and affection which she has for her granddaughter, Kathleen Ann Cox, does hereby transfer and assign unto her granddaughter, Kathleen Ann Cox, of San Antonio, Bexar County, Texas, all of my interest and ownership in and to the above described overriding royalty interests on said lease or leases in Sublette County, Wyoming.

This assignment is made without warranty, either express or implied.

The terms hereof shall extend to and be binding upon the assignor and assignee herein, their heirs, legal representatives and assigns.

SIGNED this the 15th day of August, 1980.

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 this the 15th day of August, 1980.

John R Shaw

JOHN R SHAW

Notary Public, Bexar County, Texas

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, WINONA OIL COMPANY and JAMES L. WALKER, assignor, being ~~lessee~~ lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-1078, and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 104 West, 6th P.M.

Sec. 11: $SE\frac{1}{4}NE\frac{1}{4}$
Sec. 13: $SW\frac{1}{4}SW\frac{1}{4}$

and containing 80.0 acres more or less, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMINOIL U.S.A., INC., Suite 1700 Prudential Plaza Building, 1050 17th Street Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 104 West, 6th P.M.

Sec. 11: $SE\frac{1}{4}NE\frac{1}{4}$

and containing 40.0 acres, more or less, reserving, however, unto assignor Five Percent (5%) Overriding Royalty

TO HAVE AND TO HOLD unto the said AMINOIL U.S.A., INC., their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 1st day of July, 1980

WITNESS:

James L. Walker
JAMES L. WALKER — Assignor-Lessee

By James O. Breene
JAMES O. BREENE, President
WINONA OIL COMPANY

Attest:
Judy A. DeMora
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James L. Walker 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 July, A. D. 1980

(SEAL)

Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of July, A. D. 1980.

(SEAL)

Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

Assignment approved by Board of Land Commissioners: Sept 4, 1980 ~~without bin~~ding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

SH

681

Rider: Attached to and made a part of Assignment of _____

St. of Wyo. 78-1078

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

WINONA OIL COMPANY
1700 Broadway - #1219
Denver, Colorado 80290

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

James O. Brump

_____

183817

RECORDED Feb 20 1981 8:00A M
IN BOOK 60 O & G PAGE 681
FEES $6.25 Lavon Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Laurie

[redacted] [redacted] [redacted]

ASSIGNMENT
STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~xx~~, C.M. PETERSON
1776 Lincoln Street, Denver, Co 80203, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-0941,
and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 105 West, 6th P.M.

Sec. 36: All

and containing 640.0 acres more or less, for and in consideration of the sum of Ten Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
AMINOIL U.S.A., INC., Suite 1700 Prudential Plaza Building, 1050 17th Street
of Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Township 30 North, Range 105 West, 6th P.M.

Sec. 36: All

and containing 640.0 acres, more or less, reserving, however, unto assignor Five Percent (5%)
Overriding Royalty

TO HAVE AND TO HOLD unto the said AMINOIL U.S.A., INC., their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 26th day of June, 1980

WITNESS:

C.M. PETERSON
Assignor-Lessee

By
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 26th day of June, A. D. 1980, before me personally appeared
C.M. PETERSON 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 26th day of June, A. D. 1980.

(SEAL) NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires: Nov. 7, 1983

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

On this day of, A. D. 19, before me personally
appeared, to me personally known, who, being by
me duly sworn, did say that he is the of
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Directors, and said
acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19.

(SEAL)

Notary Public

My Commission expires:

payment of any overriding royalty
Assignment approved by Board of Land Commissioners: Sept. 4, 1980 without binding the State for the

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

SR

683

Rider: Attached to and made a part of Assignment of

ST. OF WYO. 78-0941

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

C.M. PETERSON
1776 Lincoln Street
Denver, Co 80203

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

C M Peterson

183318

RECORDED Feb 20 1981 8:00 A M.
IN BOOK 60 Ox U PAGE 683
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, WINONA OIL COMPANY and JAMES L. WALKER, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0816, and covering land situate in Sublette County, Counties, described as follows:

TOWNSHIP 31 NORTH, RANGE 106 WEST, 6th P.M.

Sec. 3: $NW\frac{1}{4}SW\frac{1}{4}$
Sec. 10: $S\frac{1}{2}NE\frac{1}{4}$
Sec. 11: $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Sec. 12: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Sec. 26: $SE\frac{1}{4}NW\frac{1}{4}$

and containing 480.0 acres more or less, for and in consideration of the sum of TEN Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMINOIL U.S.A., INC., Suite 1700, Prudential Plaza Bldg., 1050 17th Street, of Denver, Colorado 80265, 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 106 WEST, 6th P.M.

Sec. 3: $NW\frac{1}{4}SW\frac{1}{4}$
Sec. 10: $S\frac{1}{2}NE\frac{1}{4}$
Sec. 11: $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Sec. 12: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Sec. 26: $SE\frac{1}{4}NW\frac{1}{4}$

and containing 480.0 acres, more or less, reserving, however, unto assignor Two and one-half Percent ($2\frac{1}{2}\%$) Overriding Royalty - (An overriding royalty of two and one-half percent ($2\frac{1}{2}\%$) being previously retained)

TO HAVE AND TO HOLD unto the said AMINOIL U.S.A., INC., their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 1st day of July, 1980

WITNESS:

James L. Walker
JAMES L. WALKER — Assignor-Lessee

By James O. Breene
JAMES O. BREENE, JR. — President
WINONA OIL COMPANY

Attest:
Judy A. DeMarco
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James L. Walker 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 July, A. D. 1980

(SEAL)

Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of July, A. D. 1980.

(SEAL)

Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

Assignment approved by Board of Land Commissioners: Sept. 4, 1980 payment of any overriding royalty without binding the State for the

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

685

Rider: Attached to and made a part of Assignment of _____

St. of Wyo. 76-0816

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

WINONA OIL COMPANY
1700 Broadway - #1219
Denver, Colorado 80290

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

James A Brumley

183319

RECORDED Feb 20 1981 8:00 A M.
IN BOOK 60 Q v O PAGE 685
FEES $6.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~I~~, we, WINONA OIL COMPANY and JAMES L. WALKER, assignor, being ~~lessee~~ lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-1085, and covering land situate in Sublette County, ~~County~~s, described as follows:

Township 32 North, Range 106 West, 6th P.M.

Sec. 36: All

and containing 640.0 acres more or less, for and in consideration of the sum of Ten Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMINOIL U.S.A., INC., Suite 1700 Prudential Plaza Building, 1050 17th Street of Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 32 North, Range 106 West, 6th P.M.

Sec. 36: All

and containing 640.0 acres, more or less, reserving, however, unto assignor Five Percent (5%) Overriding Royalty

TO HAVE AND TO HOLD unto the said Aminoil U.S.A., Inc., their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 1st day of July, 1980

WITNESS:

James L. Walker
JAMES L. WALKER — Assignor-Lessee

By James O. Breene — JAMES O. BREENE, President
WINONA OIL COMPANY

Attest:
Judy A. De Mars — Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared JAMES L. WALKER 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 July, A. D. 1980

Patricia Ballinger
Notary Public

(SEAL)

My Commission expires: February 11, 1982

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980 before me personally appeared JAMES O. BREENE, JR., to me personally known, who, being by me duly sworn, did say that he is the President of Winona 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of July, A. D. 1980.

Patricia Ballinger
Notary Public

(SEAL)

My Commission expires: February 11, 1982

Assignment approved by Board of Land Commissioners: Sept. 4, 1980 ~~without~~ binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

S/R

687

687

Rider: Attached to and made a part of Assignment of

St. of Wyo. 78-1085

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

WINONA OIL COMPANY
1700 Broadway - #1219
Denver, Colorado 80290

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

James A Bramp

183320

RECORDED Feb 20 1981 8:00 A M
IN BOOK 60 O & G PAGE 687
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, WINONA OIL COMPANY and JAMES L. WALKER, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-0060, and covering land situate in Sublette County, described as follows:

Township 32 North, Range 106 West, 6th P.M.

Sec. 16: All

and containing 640.0 acres more or less, for and in consideration of the sum of Ten Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMINOIL U.S.A., INC., Suite 1700 Prudential Plaza Building, 1050 17th Street of Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 32 North, Range 106 West, 6th P.M.

Sec. 16: All

and containing 640.0 acres, more or less, reserving, however, unto assignor Five Percent (5%) Overriding Royalty

TO HAVE AND TO HOLD unto the said Aminoil U.S.A., Inc., their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 1st day of July, 1980

WITNESS:

James L. Walker
JAMES L. WALKER — Assignor-Lessee

By James O. Breene
JAMES O. BREENE, President
WINONA OIL COMPANY

Attest:
Judy A. De Mara
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO }
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James L. Walker 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 July, A. D. 1980.

(SEAL) Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO }
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of July, A. D. 1980

(SEAL) Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

Assignment approved by Board of Land Commissioners: Sept. 4, 1980 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

SEI

10M—6-77

659

Rider: Attached to and made a part of Assignment of

St. of Wyo. 79-0060

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

Winona Oil Company
1700 Broadway - Suite 1219
Denver, Colorado 80290

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

James A. Brumley

183321

RECORDED Feb 20 1981 8:00 A M
IN BOOK 60 Oil & Gas PAGE 689
FEES $ 6.25 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, WINONA OIL COMPANY and JAMES L. WALKER, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-0967, and covering land situate in Sublette County, Counties, described as follows:

TOWNSHIP 34 NORTH, RANGE 108 WEST, 6th P.M..

Sec. 36: Lots 1 thru 7, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

and containing 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 AMINOIL U.S.A., INC., Suite 1700 Prudential Plaza Building, 1050 17th Street of Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

TOWNSHIP 34 NORTH, RANGE 108 WEST, 6TH P.M.

Sec. 36: Lots 1 thru 7, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

and containing 642.65 acres, more or less, reserving, however, unto assignor FIVE PERCENT (5%) OVERRIDING ROYALTY

TO HAVE AND TO HOLD unto the said AMINOIL U.S.A., INC., 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 1st day of July, 1980

WITNESS:

James O. Breen - James O. Breen, Assignor-Lessee

Winona Oil Co. - President

By James L. Walker, President
JAMES L. WALKER

Attest:

Judy A. DeMara, Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James L. Walker 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 July, A. D. 1980.

(SEAL)

Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of July, A. D. 1980.

(SEAL)

Patricia Bollinger
Notary Public

My Commission expires: February 11, 1982

Assignment approved by Board of Land Commissioners: Sept. 4, 1980 without payment of any overriding royalty binding the State for the

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

691

Rider: Attached to and made a part of Assignment of

St. of Wyo. 78-0967

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

WINONA OIL COMPANY
1700 Broadway - #1219
Denver, Colorado 80290

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

James O. Brewer

183322

RECORDED Feb 20 19 81 8:00 A M
IN BOOK 60 Q & T PAGE 691
FEES $6.25 Laura Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Lewis

[redacted] [redacted] [redacted]

STATE OF WYOMI[redacted]IL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~K~~ we, WINONA OIL COMPANY and JAMES L. WALKER, assignor, being ~~lessee~~ lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-0842, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 107 West, 6th P.M.

Sec. 16: All

Township 33 North, Range 108 West, 6th P.M.

Sec. 36: All

and containing 1280.0 acres more or less, for and in consideration of the sum of TEN Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMINOIL U.S.A., INC., Suite 1700 Prudential Plaza Building, 1050 17th Street, Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 33 North, Range 108 West, 6th P.M.

Sec. 36: All

and containing 640.0 acres, more or less, reserving, however, unto assignor Five Percent (5%) Overriding Royalty

TO HAVE AND TO HOLD unto the said AMINOIL U.S.A., INC., their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 1st day of July, 1980

WITNESS:

James L. Walker
JAMES L. WALKER — Assignor-Lessee

By James O. Breene, Jr.
-JAMES O. BREENE, Jr.
WINONA OIL COMPANY — President

Attest:

Judy A. DeMaro
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO }
County of DENVER } ss.

On this 1st day of July, A. D. 19 80, before me personally appeared James L. Walker 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 July, A. D. 19 80.

(SEAL) NOTARY PUBLIC

Patricia Bollenger
Notary Public

My Commission expires: February 11, 1982

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO }
County of DENVER } ss.

On this 1st day of July, A. D. 19 80, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of July A. D. 19 80.

(SEAL) NOTARY PUBLIC

Patricia Bollenger
Notary Public

My Commission expires: February 11, 1982

Assignment approved by Board of Land Commissioners: Sept. 4, 1980 without payment of any overriding royalty binding the State for the

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

693

Rider: Attached to and made a part of Assignment of _____

St. of Wyo. 78-0842

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

WINONA OIL COMPANY
1700 Broadway - #1219
Denver, Colorado 80290

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

James C. Brennan

183323

RECORDED Feb 20 19 84 8:00 A M
IN BOOK 60 Oil PAGE 693
FEES $6.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ James O. Breene, Jr., 1700 Broadway - Suite 1219, Denver, Colorado 80290, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0114, and covering land situate in Sublette County, Counties, described as follows:

Township 33 North, Range 110 West, 6th P.M.

Sec. 36: All

and containing 640.0 acres more or less, for and in consideration of the sum of Ten Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMINOIL U.S.A., INC., Suite 1700 Prudential Plaza Building, 1050 17th Street of Denver, Colorado 80265, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 33 North, Range 110 West, 6th P.M.

Sec. 36: All

and containing 640.0 acres, more or less, reserving, however, unto assignor Five Percent (5%) Overriding Royalty

TO HAVE AND TO HOLD unto the said AMINOIL U.S.A., INC., their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 1st day of July, 1980

WITNESS:

James O. Breene
JAMES O. BREENE, JR. — Assignor-Lessee

By _____ President

Attest:

(SEAL) _____ Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 1st day of July, A. D. 1980, before me personally appeared James O. Breene, 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 1st day of July, A. D. 1980.

(SEAL)

Judy De Marco
Notary Public

My Commission Expires: Nov. 7, 1983

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: _____ of any overriding royalty

Assignment approved by Board of Land Commissioners: Sept. 4, 1980 ~~without~~ binding the State for the pa

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 3, 1980

(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.)

sm

655-

Rider: Attached to and made a part of Assignment of

St. of Wyo. 77-0114

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

James O. Breene, Jr.
1700 Broadway - #1219
Denver, Colorado 80290

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have thirty (30) days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the tenth day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification

James O. Breene

183324

RECORDED Feb 20 1981 8:00 A M
IN BOOK 60 O & G PAGE 695
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Eckerie

Form Approved by Board Feb. 1, 1979

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 79- 0645

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. ROBERT E. RIBBE
(Name of Applicant)
1516 Blythe Court, N.W.
(Number and Street)
Grand Rapids, Michigan 49504
(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. 32 N., R. 109 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List. 526	This lease embraces the area and the land described in item 2.
Sec. 16 All	
Total Area 640.00 Acres	Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at $1.00 per acre or fraction thereof) ..... $ 640.00

Total $ 655.00

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 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 15th day of October, 1979.

Lessee: ROBERT E. RIBBE (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 NOV 15 1979

EFFECTIVE DATE OF LEASE November 2, 1979

Examined:

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By Oscar E. Swan
Commissioner of Public Lands—Secretar

(Chapter 120, Session Laws of Wyoming, 1965)

697

C 98

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, 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 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 advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected, (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of [redacted]

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand [illegible]

(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 (part will if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor 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 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, substitution or renewal of equipment and improvements thereon [redacted] case 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 now exist 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 law 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 lands 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 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 the end that waste may be eliminated and 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 36, 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 any 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 the lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows.

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner, or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of the relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on the 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 and no 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 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 Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant [redacted]

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 November, A. D. 19 79.

Oscar E. Swan

OSCAR E. SWAN
COMMISSIONER OF PUBLIC LANDS

183342

RECORDED February 23 1981 8:00 A M
IN BOOK 60 D & L PAGE 697
FEES $ 2.00 Laney Yake
SUBJECT: COUNTY CLERK
LARAMIE, WYOMING

by Dorothy M. Lewis

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, ... Robert E. Ribbe, M.D. ....., assignor being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79 645, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 109 West
Section 16: All

Containing 640.00 acres, more or less

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 Mountain Fuel Resources, Inc. P. O. Box 11368 of Salt Lake City, Utah 84139, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 32 North, Range 109 West
Section 16: All

containing 640.00 acres, more or less, reserving, however, unto assignor see attached rider

O HAVE AND TO HOLD unto the said Mountain Fuel Resources, Inc., their suc- and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

I WITNESS WHEREOF, this instrument executed this 17 day of Nov, 1980

ESS:

Norma Mitchell

Robert E. Ribbe, M.D. Assignor-Lessee
By 1516 Blythe Court, N.W.
Grand Rapids, Michigan 49504 President

Attest

SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Michigan
County of ..... } ss.

On this ..... day of ....., A. D. 19 80, before me personally appeared Robert E. Ribbe, M.D. 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 17th day of November, A. D. 19 80

(SEAL)

My commission expires: 10/31/83

Notary Public Allegan County, Michigan

NANCY S. HANSEN
NOTARY PUBLIC, ALLEGAN COUNTY, MI
MY COMMISSION EXPIRES OCT.31,1983

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 ..... asknowledged 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: Dec. 4, 1980 without binding the State for the payme of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Jan. 6, 1981

(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 files.)

FORM 1032

Assignor hereby excepts and reserves an obligation equal to $ 10,000 per acre for the number of acres assignedhereby, 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. In any event, this production payment will terminate when 90% of the estimated recoverable reserves have been produced. If there is any disagreement as to when this 90% cut-off point has been reached, the production payment holdor will appoint a petroleum engineer and the producer will appoint a petroleum engineer to reach an agreement, but if they are unable to do so, the two engineers will appoint a third independent petroleum engineer to determine a solution. 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. 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 1-17-80

Signed for Identification RR

183813

RECORDED February 23 1981 8:00 A.M.
IN BOOK 60 Misc PAGE 700
FEES $2.00 Lois J Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire