ASSIGNMENT OF OVER[redacted]G ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WESTERN INTERSTATE ENERGY, INC., P. O. BOX 1635, MIDLAND, TEXAS 79702 (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 HAL H. WOLFE, 1040 DENVER CLUB BLDG., DENVER, COLORADO 80202 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of One Percent of Eight-Eighths (1% of 8/8ths) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Township 34 North, Range 110 West, 6th P.M.
Section 1: SE¼NE¼

Lease No.: W-55982
Sublette County, Wyoming
containing 2,320.00 acres, m/l

Township 35 North, Range 110 West, 6th P.M.
Section 10: All
11: W½
14: NE¼NE¼, W½NE¼, NW¼, N½SW¼, NW¼SE¼
15: All
22: NE¼, NW¼NW¼
23: NW¼SE¼ Sec. 25: NE¼NE¼

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied and is subject to the applicable laws, rules and regulations of the governmental agency or agencies having jurisdiction thereon.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest as of this 19th day of December, 19 80.

ATTEST:

By: _____
Secretary

WESTERN INTERSTATE ENERGY, INC.

By: _____
Chester L. Pringle, President

ASSIGNEE'S REQUEST FOR APPROVAL

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 ___ Corporati
4. Assignee is the sole party in interest in this assignment
5. Filing fee of $10 is attached
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in options on oil and gas leases or applications, or 246,080 chargeable acres in options on leases or applications in the same state, or 300,000 chargeable acres in leases, applications 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 Office 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 mad in good faith.

Executed this 5th day of February, 19 81

_____

STATE OF ~~COLORADO~~ TEXAS)
COUNTY OF MIDLAND) ss.

The foregoing instrument was acknowledged before me this 2nd day of February, 19 81, by CHESTER L. PRINGLE

Witness my hand and notarial seal.
My commission expires 8/4/84

_____
Notary Public
Shirley J. King/Boyd, Midland, Texas

2

183373

RECORDED Feb 25 1981 8:00 A M
IN BOOK 61 Misc PAGE 1
FEES $4.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Stevens

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.
SW¼SW¼;	23	28 North	113 West, 6th P.M.	

183374

RECORDED February 25 1981 11:01 AM
IN BOOK 61 Deed PAGE 3
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

WITNESS THE EXECUTION HEREOF THE 2nd DAY OF February A.D. 81

by

Witness to Signature(s)

YOSE CATTLE COMPANY

By: [signature]

Project Name: Big Piney G.S.
Belco C-73-23

W/O 17086 Dwg. No. Topo

R/W 80036 Grant No.

STATE OF Wyoming

COUNTY OF Lincoln

On this 2nd day of February 1981, before me appeared Willard Yose to me personally known, who being by me duly sworn, did say that he is the President of Yose Cattle Co, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: Oct 18 1984

DENISE HOLLINGSWORTH NOTARY PUBLIC LINCOLN COUNTY, WYOMING

Notary Public in and for Lincoln County, State of Wyoming

Denise Hollingsworth

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 69844

Lease effective date
1-1-80

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

W. A. MONCRIEF

Address *(include zip code)* **Moncrief Building**
Ninth at Commerce
Fort Worth, Texas 76102

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, E/2, E/2 W/2

Containing 653.13 acres more or less
Sublette County, Wyoming

183383

RECORDED February 27 1981 8:00 A M
IN BOOK 61 O & G PAGE 5
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**50%**
4. Specify interest or percent of record title interest being retained by assignor, if any	**50%**
5. Specify overriding royalty being reserved by assignor	**NONE**
6. Specify overriding royalty previously reserved or conveyed, if any	**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 **29th** day of **October**, 19**80**.

WOODS PETROLEUM CORPORATION
ATTEST:

(Assignee's Signature)

Larry L. Miles, Vice President
ATTEST:
Leroy Hurley, Secretary

of **500 National Foundation West Building**
3555 N. W. 58th. Street
(Assignor's Address)

Oklahoma City, OK **73112**
(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 JAN 1 1981

By Glenna M. Jane
(Authorized Officer)

006803

ASSIGNEE'S COPY

Chief, Oil & Gas Section
(Title)

JAN 9 1981
(Date)

11233-1

Retain this copy for your records. Additional copies may be reproduced from this sheet if both sides of this official form are reproduced.

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 **26th** day of **November**, 19 **80**.

W. A. Moncrief

(Assignee's Signature)

W. A. MONCRIEF
Moncrief Bldg. - Ninth at Commerce
Ft. Worth, TX 76102
(City) (State) (Zip Code)

(Assignee's Address)

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

'ATE OF OKLAHOMA
UNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29TH. day October, 19 80, personally appeared Larry L. Miles, me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoi instrument as its Vice President and acknowledged to me that he executed the same as his free a voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and pu poses therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt

Mike Pruitt, Notary Pub

(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.

Producers 88
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of November, 1980, by and between Lois Arambel Zebre and Robert P. Arambel, as Trustees of the Michael B. Arambel Trust.

of 1405 Lincoln, 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.	T. 27 N., R. 106 W., 6th P.M.
Section 2: SW¼NW¼, NW¼SW¼	Section 27: SW¼SW¼
Section 3: Lot 1, SE¼NE¼ & SE¼SE¼	Section 28: NW¼SE¼
Sweetwater County	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)~~ 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 (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 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 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 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 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# LOIS ARAMBEL ZEBRE, TRUSTEE

SS# ROBERT P. ARAMBEL, TRUSTEE

STATE OF Wyoming
COUNTY OF Sweetwater } SS. (Individual—Wyo.)

On this 4th day of December, 19 80, before me personally appeared Lois Arambel Zebre and Robert P. Arambel, Trustees, 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:

April 15, 1984

Susan Jackson
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. 183385 (Certificate of Recording)

This instrument was filed for record on the 27th day of February, 1981 at 8 o'clock A M and recorded in Book 60 Oil at Page 7 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]

TATLOCK'S, INC.

[redacted]

Form 01[redacted]

(This Space Reserved 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: 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 Lois Arambel Zebre and Robert P. Arambel, Trustees of the Michael B. Arambel Trust.,

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
Lois Arambel Zebre and Robert P. Arambel, Trustees of the Michael B. Arambel Trust 183386	1/12 of 4/5ths	29.34	1405 Lincoln Rock Springs, Wyoming 82901

RECORDED Feb 27 1981 Lisa A. M
IN BOOK 61 Misc PAGE 9
FEES 6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Miller

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:

Lois Arambel Zebre
LOIS ARAMBEL ZEBRE, TRUSTEE

ROBERT P. ARAMBEL, TRUSTEE

10

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 4th day of December, 19 80, personally appeared Lois Arambel Zebre

and Robert P. Arambel, as Trustees of the Michael B. Arambel Trust

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 15, 1984

Susan Jackson
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

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 Lois Arambel Zebre and John Zebre, wife and husband

of 1405 Lincoln, 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 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~~ 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 North-Side State Bank at RockSPrings, 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 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

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interests. Lessee, following such execution, shall furnish lessor with a copy of such oral agreement by mail to lessor's last known address 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# .....

LOIS ARAMBEL ZEBRE

JOHN ZEBRE

STATE OF Wyoming
COUNTY OF Sweetwater } SS.

(Individual—Wyo.)

On this 25th day of November, 19 80, before me personally appeared Lois Arambel Zebre and John Zebre, 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:

April 15, 1984

Susan Jackson
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.

183387

(Certificate of Recording)

This instrument was filed for record on the 27th day of February, 1981 at 8 o'clock AM and recorded in Book 60 Rec at Page 11 of the records of this office.

Lois J Yake
Register of Deeds

By Dorothy M Lewis
Deputy

AFTER RECORDING, RETURN TO: ENERGY RESERVES GROUP, INC.
P. O. BOX 1407
DENVER [illegible] 80201

[redacted] [redacted] [redacted]

Form 61

ATLOCK'S, INC

(This ... ved for ... amp)

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 Lois Arambel Zebre and John Zebre

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
Lois Arambel Zebre and John Zebre	1/12 of 4/5ths	$29.34	1405 Lincoln Rock Springs, Wyoming 82901

183388

RECORDED Feb. 27 1981 2:00 P.M.
IN BOOK 61 Misc PAGE 13
Leo Yoh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKee

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:

Lois Arambel Zebre
LOIS ARAMBEL ZEBRE

John J. Zebre
JOHN ZEBRE

14

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 25th day of November, 19 80, personally appeared Lois Arambel Zebre and John Zebre

and [illegible]

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

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

My Commission Expires April 15, 1984

Susan Jackson
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

Producers 88 Spec. ...
Wyoming

OIL AND GAS LEASE

...
CASPER, WYOMING

AGREEMENT, Made and entered into this 12th day of February, 81 by and between

Richard D. Wilson and Nan C. Wilson, husband and wife;
Lester W. Anderson and Grace B. Anderson, husband and wife;
P.O. Box 88 Pinedale, Wyoming 82941

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:

Township 34 North, Range 109 West of 6th P.M.
Section 32: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$

183702

RECORDED March 4 1981 8:10 A M
IN BOOK 61 Rec'd PAGE 15
Fee $6.00 Lou Hoffman COUNTY CLERK
by Dana Taylor Deputy

of Section XXX Township XXX Range Five XXX and containing 160.00 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 gas 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 of Pinedale, Wyoming 82941, 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 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 also 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 time 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 be 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 for the location, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purposes of operating thereon or 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 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 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 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 if the lessee or any assignee hereof shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing, expressed or implied in 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 he 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 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 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 land 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 all of them execute and deliver to lessee a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and lessee may make payments to said agent for 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 redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof and hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which become due 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 at Pinedale, Wyoming, to the credit of 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 and operation approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan to which the lessee or assigns may be a party for 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 on the basis of the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any part of the land covered by the 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 plan.

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 W. Anderson
Lester W. Anderson

Grace B. Anderson
Grace B. Anderson

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 February, 1981 personally appeared Lester W. 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 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, Wyo.

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 February, 1981 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 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, Wyo.

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.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of February, 19 81 by and between
Edward F. Steele, a/k/a Edward Franklin Steele, a single man,
Edward F. Steele Jr., a single man;
Star Route # 2 Pinedale, Wyoming 82941
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:

183703

Township 33 North, Range 109 West of 6th P.M.
Section 6: Lot 2

Township 34 North, Range 109 West of 6th P.M.
Section 31: NE¼SW¼, SE¼
Section 32: SW¼

Filed March 4 1981 8:00 A.M.
Book 61 Page 17
Fee $6.00 Lucy J. Yake
SUBLETTE COUNTY CLERK
by Dorothy Mills

EFS EFS

of Section XXX Township XXX Range XXX and containing 399.84 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 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 Ninety Nine and 84/100—————— 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. 500'

EFS No well shall be drilled nearer than [redacted] 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 [redacted] on said lands. EFS EFS

EFS 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 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 designated 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.

EFS EFS ~~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 on any portion of the area included within such 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 this 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:

Edward F. Steele (SEAL)
Edward F. Steele

Edward F. Steele, Jr. (SEAL)
Edward F. Steele Jr.

(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 day of February 18th, 1981, personally appeared Edward F. Steele a/k/a Edward Franklin Steele, a single man and Edward F. Steele Jr., a single man, 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.

PETER I. WOLD Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

My Commission Expires Sept. 15, 1984

Peter I. Wold
Notary Public.

Residing at Casper, Wyo.

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

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 17th day of February, 1981 by and between

Ralph Allen Steele and Irene J. Steele, husband and wife;
P.O. Box 537
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:

Legal description attached to and made a part hereof

183704

RECORDED March 27 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 19
Sublette County Wyoming
by Dorothy McClure

of Section XXX Township XXX Range XXX and containing 500.42 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 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 Five Hundred and 42/100 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:

Ralph Allen Steele (SEAL)
Ralph Allen Steele

(SEAL)

Irene J. Steele (SEAL)
Irene J. Steele

(SEAL)

(SEAL)

(SEAL)

20

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 February, 19 81, personally appeared Ralph Allen Steele

and Irene J. 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 Sept. 15, 1984

County of Natrona State of Wyoming
My Commission Expires Sept. 15, 1984

Peter I. Wold
Peter I. 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

LEGAL DESCRIPTION

Legal description attached to that certain oil and gas lease dated February 17, 1981, by and between Ralph Allen Steele and Irene J. Steele, husband and wife, lessors, and Thomas F. Stroock, lessee, and described as follows, to-wit:

Township 34 North, Range 110 West of 6th P.M.
Section 25: $SE\frac{1}{4}SE\frac{1}{4}$

Township 34 North, Range 109 West of 6th P.M.
Section 30: Lot 4 (34.00), $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 31: Lot 1 (34.13), Lot 2 (34.26), $E\frac{1}{2}NW\frac{1}{4}$, and that part of the $SW\frac{1}{4}SE\frac{1}{4}$ of Section 30 and that part of the $NE\frac{1}{4}$ of Section 31, all in Township 34 North, Range 109 West of 6th P.M. more particularly described as follows: Beginning at the quarter corner common to Sections 30 and 31, Thence South 2640 feet to the center quarter corner common to Section 31, Thence East 2640 feet to the quarter corner common to Section 31 and 32, Thence North 1061 feet, Thence North 38 degrees 16' West 340 feet; Thence North 20 degrees 15' West 447 feet; Thence North 72 degrees 42' West 501 feet; Thence South 73 degrees 55' West 297 feet; Thence North 23 degrees 35' West 506 feet; Thence North 44 degrees 03' West 297 feet; Thence North 12 degrees 00' West 708 feet; Thence North 22 degrees 04' West 852 feet; Thence South 89 degrees 44' West 634 feet; Thence South 1333 feet; to the point of beginning, containing 158.03 acres more or less.

Signed for Identification

Ralph Allen Steele

Ralph Allen Steele

Irene J. Steele

Irene J. Steele

22

Producers 88 Spec.- U
Wyoming

OIL AND GAS LEASE

KIMZEL GLOBE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 13th day of February, 1981, by and between

Roy O. Steele, a single man; and Harry F. Steele and Mary Ellen Steele, husband and wife;

of Star Route, 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 ($ 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 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 33 North, Range 110 West of 6th P.M.
Section 3: $SE\frac{1}{4}SW\frac{1}{4}$

Township 34 North, Range 109 West of 6th P.M.
Section 30: Lot 2 (33.76), Lot 3 (33.88), $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

Township 34 North, Range 110 West of 6th P.M.
Section 25: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $S\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

H.A.S.
W.E.S.
P.O.S.

of Section XXX Township XXX Range XXX and containing 667.64 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five ~~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 Six Hundred Sixty Seven and 64/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessee.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express or 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:

Roy O. Steele — Roy O. Steele — 183705

Harry F. Steele — Harry F. Steele — SEAL

Mary Ellen Steele — Mary Ellen Steele — SEAL

SEAL

SEAL

SEAL

RECORDED March 4 1981 8:20 A.M.
IN BOOK 61 Rec'd PAGE 22
FEE $ 7.00 Sublette COUNTY Clerk
By Deputy

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 16th day of February, 19 81 personally appeared Roy O. Steele, a single man

and Harry F. Steele and Mary Ellen 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.

PETER L. WOLD - Notary Public
County of Sheridan State of Wyoming
My Commission Expires Sept. 15, 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

Peter L. 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
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.
By
County Clerk.
Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

23

A4-WO-039
Producers 88 Spec.-- U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of February, 1981 by and between
Charles P. McAlister and Dorothy E. McAlister, husband and wife;
Star Route
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

Township 34 North, Range 110 West of 6th P.M.
Section 30: Lot 2 (33.06), Lot 3 (33.18), $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ less a tract of land described in Book Deeds 9 page 41, dated June 1, 1957 and also a tract of land described in Book Deeds 14, Page 343, dated June 27, 1969

of Section XXX Township XXX Range: XXX ~~E.W.M.~~ Five ~~W.S.M.~~ and containing 138.86 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 Wyoming Bank at Jackson, Wyoming 83001, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Thirty Eight and 86/100—————— 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.

See attached addendum:

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

183706

March 4 1981 8:00 A.M.
Book 61 Page 24
Fee $ [redacted]
Sandy Yale [redacted] COUNTY CLERK

Charles P. McAlister (SEAL)
Charles P McAlister
Dorothy E. McAlister (SEAL)
Dorothy E. McAlister (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 19th day of February, 19 81 personally appeared Charles P. McAlister,

and Dorothy E. McAlister, 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

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 } 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

25

AGREEMENT

Agreement attached to that certain oil and gas lease dated February 18, 1981 by and between Charles P. McAlister and Dorothy E. McAlister, Lessors, and Thomas F. Stroock, Lessee.

Lessee hereby agrees to use all existing roads where possible, for access to drill sites.

Lessee agrees to have a damage agreement worked out with the lessor prior to any drilling operations on said lands.

Lessee will reclaim all lands damaged by its operations to their original contour and use, as nearly as practical.

Signed for Identification

Charles P. McAlister

Charles P. McAlister

Dorothy E. McAlister

Dorothy E. McAlister

AH-W-040

Producers 88 Spec.- U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT
CASPER, WYOMING

AGREEMENT, Made and entered into this 16th day of February, 1981 by and between Christian F. Murer, a single man; Robert W. Lavington, a married man dealing in his sole and separate property; and George J. Kirn, a single man;
of 1645 Court Place #201, Denver CO 80202, hereinafter called lessor (whether one or more) and
Pulsar Energy Company, a Colorado corporation,
of 1645 Court Place #201, Denver CO 80202, 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

(SEE ATTACHED RIDER FOR LAND DESCRIPTION)

183707

RECORDED March 4, 1981 8:00 A.M.
BK 61 Oil & Gas PAGE 27
FEE 9.25 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McElvain

of Section Township Range five (5) and containing 1394.67 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 Metro Bank at Denver, Colorado 80202, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Thousand Three Hundred Ninety-Four and 67/100 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:

Christian F. Murer

Robert W. Lavington (SEAL)

George J. Kirn (SEAL)

(SEAL)

(SEAL)

(SEAL)

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28

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 day of February 1984, 19 8, personally appeared Christian F. Murer, a single man; Robert W. Lavington, a married man dealing in his sole and separate property; and George and J. Kirn, a single man,

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 May 22, 1983

Mary Kay Chamberlain
Notary Public.

Residing at Denver, Colo.

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

RIDER

Land description attached to that certain oil and gas lease dated February 16, 1981 running from Christian F. Murer, a single man; Robert W. Lavington, a married man dealing in his sole and separate property; and George J. Kirn, a single man, in favor of Pulsar Energy Company, a Colorado corporation, covering the following described land in Sublette County, Wyoming:

Township 34 North, Range 110 West, 6th P.M.

Section 4: W½SW¼
Section 5: Lot 3 (37.79 ac.), 4 (38.02 ac.), S½NW¼, SW¼NE¼, N½SE¼, SE¼SE¼
Section 6: Lots 1 (38.39 ac.), 2(38.88 ac.), 3 (39.38 ac.), SE¼NW¼, S½NE¼, N½SE¼, NE¼SW¼
Section 8: N½NE¼
Section 9: NW¼NW¼, SE¼NW¼, E½SW¼
Section 17: SE¼NE¼

Township 35 North, Range 110 West, 6th P.M.

Section 31: SE¼, E½W½
Section 32: W½SW¼

30

ASSIGNMENT OF ROYALTY PAYMENT with Attachment (a)

WHEREAS, R. H. BOLAND and PAUL L. BERGER (the Assignor) has been a successful participant in a drawing for oil and gas leases sponsored by the United States Government and has leased said oil and gas rights from the United States of America on lands including

(Insert legal description below)

Township 33 North, Range 115 West, 6th Prin. Mer., Wyoming
Section 23: SE¼
Section 24: SW¼, W½SE¼
Section 25: W½
Sublette County, Wyoming

183726

Filed for Record the 6 day of Dec A.D. 1980 8:00 o'clock A.M.
IN BOOK 64 Deed RECORDS PAGE 320
FEES $8.00 Fair Value
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
by Dorothy Hill Deputy

Containing 720.00 acres, more or less.

FURTHER WHEREAS, the Assignor has authorized Resource Service Company, Inc. ("RSC, Inc.") to act as agent for the Assignor to negotiate a sale, assignment or sub-lease of said lease rights to JOHN J. CHRISTMANN, and

FURTHER WHEREAS, the Assignor has sold, assigned, sub-leased said lease rights in the land heretofore described to JOHN J. CHRISTMANN ("Assignee") by agreement dated December 1, 1980 by which agreement the Assignor is to receive certain overriding royalty payments.

FURTHER WHEREAS, the Assignor has previously agreed to pay RSC, Inc., upon the successful negotiation of a sale, assignment or sub-lease of the Assignor's lease rights, an amount equal to a percentage of any royalty payments to be received by the Assignor according to the following schedule:

16% of the overriding royalty due the Assignor out of the first $200,000 or any lesser amount due the Assignor during any calendar year.

12% of all overriding royalties due to the Assignor during any calendar year in excess of such first $200,000.

FURTHER WHEREAS, the parties hereto desire to provide an arrangement for payment of such amounts directly to RSC, Inc. by Assignee.

FURTHER WHEREAS, for administrative convenience, the parties desire to permit a simplified method of payment by Assignee to RSC, Inc. and a procedure whereby any excess amounts paid are accounted for and paid over to the Assignor at predetermined intervals.

NOW, THEREFORE, in consideration of the premises, the Assignor does hereby grant, assign, transfer and convey to RSC, Inc., its successors and assigns, the unconditional right and privilege to receive in its own name an amount equal to the percentage set forth below of the royalty payments due the Assignor pursuant to the agreement between the Assignor and JOHN J. CHRISTMANN dated December 1, 1980:

16% of the overriding royalty due the Assignor out of the first $200,000 or any lesser amount due the Assignor during any calendar year.

12% of all overriding royalties due to the Assignor during any calendar year in excess of such first $200,000.

and does further hereby authorize and instruct Assignee to pay such amounts directly to RSC, Inc. in its own name, provided, however, that Assignee shall have no obligation to determine the precise amount owing to RSC, Inc. pursuant to the foregoing formula, but may, at its option, pay to RSC, Inc 16% of all amounts owing to the Assignor; and provided further, however, that to the extent that the amount received by RSC, Inc. exceeds the amount to which it is entitled under the above formula, such excess shall be paid by RSC, Inc. to the Assignor in accordance with the following procedure:

A. RSC, Inc. shall report to the Assignor annually all amounts received by it and shall accompany such report with payment of any excess amount held by it at the time of such report.

B. When the amount paid to RSC, Inc. within any calendar year equals $32,000, any excess amounts thereafter received by RSC, Inc. shall be forwarded to the Assignor monthly on the 1st day of each month following receipt by RSC, Inc. and verification by RSC, Inc. of the total royalty payments made or due to the Assignor.

Dated at Gulf Breeze FL.

this 19 day of November, 19 80.

(Assignor's Signature)

R. H. BOLAND
1143 Park Lane, Santa Rosa Shores
Gulf Breeze, FL 32561
(Assignor's Address)

Paul L. Berger
(Assignor's Signature)

PAUL L. BERGER
205 E. Walnut Street
Green Bay, WI 54301
(Assignor's Address)

STATE OF Florida)
Santa Rosa COUNTY) SS.

Personally came before me, this 19th day of Nov, 19 80,

the above named R. H. BOLAND

to me known to be the person___ who executed the foregoing instrument and acknowledged the same.

Cynthia K Dowdell
Notary Public, Santa Rosa County
State of Florida
My Commission Expires: MY COMMISSION EXPIRES APR. 25, 1983

RESOURCE SERVICE COMPANY, INC.

BY _____
Fred L. Engle President

STATE OF Wisconsin)
Milwaukee COUNTY) SS.

CORPORATE ACKNOWLEDGEMENT

On December 23rd, 19 80, before me personally came the above named Fred L. Engle (who being by me duly sworn, did say that he is the _____ President of Resource Service Company, Inc.) 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.

Dolores P. Lasek
Notary Public, Milwaukee County
State of Wisconsin
My Commission Expires: August 22, 198-

THIS INSTRUMENT WAS DRAFTED
BY: HARRY W. THEUERKAUF
AND ROBERT H. DIAZ, JR.

ACKNOWLEDGMENTS

Attachment (a)

STATE OF Wisconsin

COUNTY OF Brown

ON THIS 1ST DAY OF December A.D. 1982,

BEFORE ME PERSONALLY APPEARED PAUL L. BERGER

KNOWN TO ME TO BE THE PERSON DESCRIBED AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

Donald Dogul

NOTARY PUBLIC FOR THE COUNTY OF Brown

STATE OF Wisconsin

MY COMMISSION ~~EXPIRES~~ IS PERMANENT. 19—

AA W041

Producers 88 Spec. — (Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 25th day of February, 19 81 by and between

Charles F. Alexander and Valentine Alexander, husband and wife;
P.O. Box 152
Daniel, Wyoming 83115

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 34 North, Range 111 West of 6th P.M.
Section 27: SW¼
Section 34: NW¼

of Section XXX Township XXX Range Five XXX and containing 320.00 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 State Bank Bank at Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three 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:

Charles F. Alexander (SEAL)
Charles F. Alexander

Valentine Alexander (SEAL)
Valentine Alexander

(SEAL)

(SEAL)

RECORDED March 9 1981 8:00 A.M.
BOOK 61 Deeds 33
COUNTY CLERK

183732
33

37

STATE OF Wyoming)
COUNTY OF Sublette) ss

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

BEFORE ME the undersigned a Notary Public in and for said County and State, on this day of February 24, 1981 personally appeared Charles F. Alexander and Valentine Alexander, 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.

PETER I. WOLD - Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires Sept. 15, 1984

My Commission Expires Sept 15, 1984

Peter I. Wold
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

RH.W.042

Producers 88 Spec.- U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 24th day of February, 1981 by and between

Lillian G. Tyler, a widow;
P.O. Box 273
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

Township 34 North, Range 110 West of 6th P.M.
Section 22: $SW\frac{1}{4}SE\frac{1}{4}$
Section 26: All
Section 27: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
Section 34: $NE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$
Section 35: $N\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$

183733

FILED March 9 1981 8:00 A.M
RECORDED in Book 6 Leases PAGE 35
FEE: 6.00 Sandy Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

L GT

of Section XXX Township XXX Range five XXX and containing 1,360.00 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 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 Thousand Seven 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 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:

Lillian G Tyler (SEAL)
Lillian G. Tyler (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 26th day of February, 19 81 personally appeared Lillian G. Tyler, 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.

PETER L WOLD - Notary Public
County of Natrona, Wyoming
My Commission Expires September 15, 1984

My Commission Expires September 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 , 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

AHW042
Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 24th day of February, 19 81 by and between
Frank Tyler Jr. a/k/a Frank W. Tyler Jr., a widower;
P.O. Box 317
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

183734

Township 34 North, Range 110 West of 6th P.M.
Section 22: $SW\frac{1}{4}SE\frac{1}{4}$
Section 26: All
Section 27: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
Section 34: $NE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$
Section 35: $N\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$

FILED March 9 1981 2:20 P.M.
RECORDED Vol 64 PAGE 37
Mrs. Lavina Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Wilson

of Section XXX Township XXX Range five XXX and containing 1,360.00 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 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 Seven 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 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:

Frank Tyler Jr. (SEAL)
Frank Tyler Jr. (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of February, 1981 personally appeared Frank Tyler Jr. a/k/a Frank W. Tyler J 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 September 15, 1984

PETER L WOLD - Notary Public
Natrona County, 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

AHW043

Producers 88 Spec. - U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of February, 1981 by and between
Gordon E. Steele and Donna M. Steele, husband and wife;
P.O. Box 25
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

Legal description attached to and made a part hereof

183735

RECORDED March 9 1981 8:00 A M
IN BOOK 61 Misc PAGE 39
Sue Lacey York COUNTY CLERK
by Dorothy M Thurin

of Section XXX Township XXX Range five XXX W.6th P.M. and containing 99.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ 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 State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Ninety Nine 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 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:

Gordon E. Steele (SEAL)
Gordon E. Steele

(SEAL)

Donna M. Steele (SEAL)
Donna M. Steele

(SEAL)

(SEAL)

(SEAL)

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 day of February 24, 19 81 personally appeared Gordon E. Steele and Donna M. 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.

PETER I. WOLD - Notary Public
County of Sublette State of Wyoming
My Commission Expires Sept. 15, 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 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) 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

LEGAL DESCRIPTION

Legal description attached to that certain oil and gas lease dated February 19, 1981 by and between Gordon E. Steele and Donna M. Steele, husband and wife, lessors, and Thomas F. Stroock, lessee, described as follows, TO-WIT:

Township 32 North, Range 108 West

A certain tract or parcel of land comprising a portion of the NE¼, NE¼NW¼ and NE¼SE¼ of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, more particularly bounded and described as follows: Beginning on the northeast corner of Section 16, Township 32 North, Range 108 West, and running thence South a distance of 2869.79 feet to Station No. 2; thence North 40 degrees 10½' West a distance of 465.40 feet to Station No. 3; thence North 49 degrees 42' West a distance of 1878.52 feet to Station No. 4; thence North 49 degrees 04' West a distance of 642.31 feet to Station No. 5; thence North 59 degrees 30' West a distance of 624.19 feet to Station No. 6; thence North 50 degrees 45½' East a distance of 912.63 feet to Station No. 7; thence South 89 degrees 34' East a distance of 2049 feet to Station No. 1, the point of beginning, containing 99.00 acres more of less, EXCEPTING THEREFROM the following:

(a) That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953, and recorded March 26, 1953, in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 7 of Deeds on Page 263.

(b) That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 10 of Deeds on Page 179.

(c) That portion of the above lands conveyed by Earl Steele and Thelma Steele, husband and wife, to Wyoming Telephone Company, Incorporated, by Quit-Claim Deed dated April 23, 1976 and recorded April 23, 1976 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 5 of Quit-Claim Deeds on Page 570.

Signed for Identification

Gordon E. Steele

Gordon E. Steele

Donna M. Steele

Donna M. Steele

42

Mid-Continent Association W. Reassign.

KINTZEL BLUE PRINT CO.

601

CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Pulsar Energy Company, a Colorado corporation, 1645 Court Place #201, Denver, Colorado 80202

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602

(hereinafter called Assignee), all its right, title and interest in and to the oil and gas lease dated February 16, 1981, from Christian F. Murer, a single man; Robert W. Lavington, a married man dealing in his sole and separate property; and George J. Kirn, a single man; 1645 Court Place #201, Denver, Colorado 80202, Lessor, to Pulsar Energy Company, a Colorado corporation, Lessee, recorded in book ____, page ____, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 110 West, 6th P.M.
Section 4: W½SW¼
Section 5: Lot 3 (37.79 ac.), 4 (38.02 ac.), S½NW¼, SW¼NE¼, N½SE¼, SE¼SE¼
Section 6: Lots 1 (38.39 ac.), 2(38.88 ac.), 3 (39.38 ac.), SE¼NW¼, S½NE¼, N½SE¼, NE¼SW¼
Section 8: N½NE¼
Section 9: NW¼NW¼, SE¼NW¼, E½SW¼
Section 17: SE¼NE¼
Township 35 North, Range 110 West, 6th P.M.
Section 31: SE¼, E½W½
Section 32: W½SW¼

183736

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 ____

March 9 1981 8:00 A
61 Gas
42
6 Tr Land Yale
by Dorothy M Stevens

of Section ____, Township ____, Range ____, and containing 1394.67 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 5% of 8/8 of production (five percent of eight-eighths)

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 forty-five (45) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 19th day of February, 19 81
without warranties of any kind.

PULSAR ENERGY COMPANY (Seal)

By: Robert W. Lavington Pres. (Seal)

(Seal)

ATTEST: Secretary

(SE[redacted])

STATE OF COLORADO }
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.

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.

ACKNOWLEDGMENT (For use by Corporation)

On this 19th day of February, A. D. 19 81, before me personal appeared Robert W. Lavington, to me personally known, who, being b me duly sworn, did say that he is the President of PULSAR ENERGY COMPANY, A Colorado corporation and that the seal affixed to said instrument is the corporate seal of said corpora tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and sa ..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 19th day of January, A. D. 19 81

Mary Kay Chambers
Notary Public

(SEAL)
My Commission expires: May 22, 1983

KINTZELE PRINTING CO

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

43

44

AH-W-07

Form No. 11

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Thomas F. Stroock

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Irene Gookin, a/k/a Irene Kaiser Gookin and Herman Gookin, h/w, their heirs assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Thomas F. Stroock

as lessee, dated the 2nd day of January 1981, insofar as same covers the following described land, to-wit:

Township 32 North, Range 108 West, 6th P.M.
Section 25: N½NW¼, NW¼NE¼

183737

RECORDED March 9 1981 8:00 A M
IN BOOK 60 O & G PAGE 44
FEES $ 4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Section -----, Township ----, Range ----, and containing 120.00 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 60 O&G Page 565.

Executed this 5th day of March, 1981.

Thos F Stallwood

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Thomas F. Stroock

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 5th day of March, 19 81.

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 .

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ of _____, to me personally known as the president (or other officer) of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) _____, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____.

My commission expires _____

_____
Notary Public.

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, Wyo. 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto AMERICAN HUNTER EXPLORATION LTD., 700 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated November 19, 1980, from Ira E. Sandlin, a widower; Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 246, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 4: Lots 2, 3, SW¼NE¼

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 _____

183738

March 9 1981 8:00 A.M.
61 O+G PAGE 45
4th Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Adkins

of Section ____, Township ____, Range ____, and containing 110.48 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 12th day of January, 19 81.

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 12th 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.

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 November 28, 1983

My Commission Expires _____

Notary Public.

AH-W-04

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8 (hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated November 21, 1980, from Floyd E. Bousman and Margaret J. Bousman, husband and wife, P.O. Box 98, Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, Lessee, recorded in book 60 O & G, page 452, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 22: N½

183739

March 9 1981 8:00 A.M.
61 O & G PAGE 46
Fees $4.00 Lois J. Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

Register of Deeds.

When recorded
Return to

of Section , Township , Range , and containing 320.00 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 12th day of February, 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 12th day of February, 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.

JOYCE A. CABOT - Notary Public
County of Natrona State of Wyoming
My Commission Expires June 27, 1983

My Commission Expires [redacted]

Joyce A. Cabot
[redacted] Public.

AI[redacted]

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF _____ } ss.
COUNTY OF _____ }

This instrument was filed for record on the _____day of_____, 19____, at_____ o'clock __ M., and duly recorded in book_____ Page _____ of the records of this office.

_____
Register of Deeds.

When recorded Return to _____

_____

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. and Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, WY 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 American Hunter Exploration, Ltd., 700 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8 (hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated December 18, 1980, from William S. Whyel, a single man, P.O. Box 61, Farmington, Pennsylvania 15437, Lessor, to Thomas F. Stroock, Lessee, recorded in book 60 O&G, page 514, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 14: SE¼
Section 23: E½
Section 24: S½S½, SE¼NE¼, NE¼SE¼, N½SW¼, S½NW¼

183740

RECORDED: March 9, 1981 8:00 A.M.
BOOK 61 O&G, PAGE 47
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

of Section XXXXXX, Township XXXXXX, Range XXXX, and containing 880.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor 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 11th day of February, 19 80.

Thomas F. Stroock (Seal)

Marta F. Stroock (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 11th day of February, 19 80, 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.

JOYCE A. CABOT Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 22, 1984

Joyce A. Cabot
Notary Public.

47

48

Mid-Continent Association Form

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, WY 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 AMERICAN HUNTER EXPLORATION LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8 (hereinafter called Assignee), an undivided ~~ninety percent (90%)~~ interest in and to the oil and gas lease dated November 20, 1980 from Robert G. Lozier and Alice Lozier, husband and wife, P.O. Box 85, Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60 O&G, page 463, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 4: W½SE¼
Section 9: N½NE¼

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 _____

183741

March 9 1981 8:00 A.M.
61 Oil & Gas
1st Page 48
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stuart

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 11th day of February, 1981.

_____ (Seal)
_____ (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 11th day of February, 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.

JOYCE A. GABOT, Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 23, 1984

[redacted] _____ [redacted] Public.

[redacted] [redacted] [redacted]

No. 950CP-1 Rev. 1971. Tamlock's, Denver, Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 2nd day of February, 19 81, by and between James H. Luce and Shirley B. Luce, husband and wife

Box 219, Big Piney, Wyoming 83113

party of the first part, hereinafter called lessor, (whether one or more) and Belco Petroleum Corporation, 445 Union Bl

Lakewood, Colorado 80228, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of _____ 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, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; 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 114 West
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NW¼, NW¼SW¼

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising Two hundred - acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ five years from ~~this date~~ April 2, 1981 (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons 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 (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled 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 or distillate therefrom is sold or used off the premises 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 shall 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-condensate or distillate 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 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; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of 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 designated depository bank in the manner prescribed for the payment of delay rentals. 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. April 2, 1981

3. 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, Wyoming 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 or in the oil or gas or the rentals to accrue hereunder, the sum of Two hundred ($200.00) - Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

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 (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns not theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion such judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, 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.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge 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.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express 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.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.
15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.
16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

James H. Luce
James H. Luce s. s. # 520-03-3626

Shirley B. Luce
Shirley B. Luce s. s. # 520 42 2614

s. s. #

s. s. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 6th day of February, 19 81,
by James H. Luce and Shirley B. Luce
Witness my hand and official seal.

Notary Public

My commission expires: September 1, 1981

Big Piney, Wyoming
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss.

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

Notary Public

My commission expires:

Place of Residence

183742

No.

OIL AND GAS LEASE

FROM

James H. Luce et ux
Belco Petroleum Corp.

TO

State of Wyoming
Sublette

This instrument was filed for record on the 9th day of March, 19 81
at 8 o'clock, A M., and duly recorded
in Book 6 Misc. Page 49, of the records
of this office.

Lauren G. Hyatt
County Clerk—Register of Deeds.

By Doreatha McClure Deputy.

When recorded return to

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-5491⅓ KGS

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Apache Corporation, 1660 Lincoln Street, Suite 2016, 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.(of 8/8ths
John M. King, a married man	821 17th Street Denver, CO 80202	Undivided 1/3 of 1.(of 8/8ths
Peter MacDowell and Jo S. MacDowell, husband and wife	7528 South Rosemary Circle Englewood, CO 80110	Undivided 1/3 of 1.(of 8/8ths

* This is a corrected assignment in lieu of assignment of overriding royalty dated November 9, 1977, recorded in Book 56 Oil and Gas Leases at page 376.

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:

T27N-R112W
Sec. 14: S/2

183743

RECORDED March 9 1981 8:00 A M
IN BOOK 61 Gas O PAGE 51
FEES $4.50 Lois J York COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McEwen

Containing 320 acres, more or less.

WITNESS our hands this 18th day of April, 1978

Attest:
Secretary

APACHE CORPORATION
P C Byers
Vice-President

STATE OF Minnesota
COUNTY OF Hennepin

On this 18 day of April, 1978, before me personally appeared P.C. Byers, Vice President, Apache Corp to me the signor 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

WY-3-805-10C1

52

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PANHANDLE WESTERN GAS COMPANY, a Delaware corporation, having its offices and principal place of business at 3444 Broadway, Kansas City, Missouri 64111, hereinafter called "Assignor," is the Owner and holder of those certain Oil and Gas Leases set forth in Exhibit "A" attached hereto and made a part hereof by reference; and for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, CONVEY, SET OVER AND DELIVER unto DAVIS OIL COMPANY, a co-partnership, 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignee," ONE HUNDRED PERCENT (100%) of the right, title and interests in and to said Oil and Gas Leases and leasehold interests heretofore conveyed to Assignor by the terms of the assignments and to the extent and only to the extent described on Exhibit "A", EXCEPTING HEREFROM and RESERVING unto Assignor all interests in said lands and leases acquired by assignment or otherwise from any other party whomsoever.

THIS ASSIGNMENT is made without warranty either express or implied.

EXECUTED as of this 2nd day of March, 1981, but effective January 1, 1981.

ATTEST:

By _____
Assistant Secretary

PANHANDLE WESTERN GAS COMPANY

By _____
Vice-President

183785

RECORDED March 11 1981 2:40 PM
IN BOOK 61 Oil + Gas PAGE 52
FEES 8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

Return To:

Vinson & Elkins
2100 First City Nat'l Bank Bldg.
Houston, Texas 77002
Attn: Property Cl[redacted]

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 2nd day of March, 1981, by R. L. Matheson, Vice-President of PANHANDLE WESTERN GAS COMPANY, a Delaware corporation, on behalf of the corporation.

Melody A. Robertson
Notary Public

My Commission Expires:

MELODY A. ROBERTSON
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires April 29, 1983

SUBLETTE COUNTY, WYOMING

ASSIGNMENT OF OIL AND GAS LEASES (OPERATING RIGHTS)
FROM PANHANDLE WESTERN GAS COMPANY TO DAVIS OIL COMPANY

PWGC LEASE NO.	DAVIS LEASE NO.	LESSOR	LEASE DATE	GROSS ACRES	OPER. RTS. ASSIGNED	DESCRIPTION	ASSIGNMENT RECORDED BOOK	PG
004-00	D-6156-2	USA W-5627-B	05-01-67	640.00	100.0%	Township 28 North, Range 108 West, 6th P.M. Section 9: All	53	63
002-00	D-5717-2	USA W-73779	05-01-67	133.76	31.25%	Township 27 North, Range 109 West, 6th P. M. Section 7: Lots 3, 4 E/2SW/4	53	643

54

3

ASSIGNMENT AND BILL OF SALE 183787

RECORDED March 11 1981 2:46PM
IN BOOK 61 Oil + Gas PAGE 53
FEES 42.75 Lee D Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

THIS ASSIGNMENT AND BILL OF SALE ("Assignment"), effective as of 7:00 A.M., local time, on January 1, 1981 (the "Effective Time"), is from DAVIS OIL COMPANY, a Colorado general partnership, acting by and through Marvin Davis, its Managing Partner, MARVIN DAVIS, Individually, BARBARA DAVIS, Individually, and JEAN DAVIS, Individually, (collectively called "Assignor"), with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, to HPC, INC., a Delaware corporation ("Assignee"), with offices at 1125 Seventeenth Street, Denver, Colorado 80202.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER and DELIVERS unto Assignee, effective as of the Effective Time, the following (all of which are herein collectively called the "Assets");

(a) The Assigned Interest, as defined in Exhibit A hereto, in and to each leasehold, mineral fee, royalty, overriding royalty, production payment and other interest described in Exhibit A (each such interest is hereinafter individually referred to as a "Property" and all of such interests are hereinafter collectively referred to as "Properties"), together with all rights, titles, interests, tenements, hereditaments, appurtenances, benefits and privileges attributable to each Property, including, without limitation, the following: (i) all oil, gas and other minerals in, on, produced from (after the Effective Time) or otherwise attributable to each Property, (ii) all rights, privileges, benefits and powers conferred upon the owner of each Property with respect to the use and occupation of the surface of, and the sub-surface depths under, the land covered by such Property which may be necessary, convenient or incidental to the possession and enjoyment of the Property, (iii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Property being a part thereof, including all production from the pool, communitized area or unit allocated to any such Property and all interests in any wells within the pool, communitized area or unit associated with such Property, and (iv) all rights in and to all agreements and contractual rights, easements, rights-of-way, servitudes, and other estates, which relate to the Properties, including, without limitation, all rights in, to and under or derived from all production sales contracts, operating agreements, pooling, unitization or communitization agreements, purchase, exchange and processing contracts and agreements, surface leases, permits, licenses, options, orders and all other contracts, agreements and instruments attributable to the Properties (or properties pooled, communitized or unitized therewith) or the production, storage, treatment, transportation, processing, or sale or disposal of oil, gas, other hydrocarbons, other minerals, water or other substances therefrom, and (v) all of the real, personal and mixed property

Return To:

Vinson & Elkins
2100 First City Nat'l Bank Bldg.
Houston, Texas 77002
Attn: Property Group

located on or off the Properties and used in connection with the operation of the Properties, including without limitation, wells, well equipment, casing, tanks, crude oil, condensate or products in storage or in pipelines (accruing after the Effective Time), boilers, buildings, tubing, pumps, motors, fixtures, machinery and other equipment, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, field processing plants and all other improvements used in the operation thereof; and

(b) All other rights, titles and interests of Assignor, if any, in each Property and the lands described in Exhibit A in excess of, or in addition to, the Assigned Interest, as defined in Exhibit A, and all of Assignor's rights, titles, and interests, if any, in and to such Properties and lands covering depths and rights other than those described in Exhibit A.

To have and to hold the Assets unto Assignee and its successors and assigns forever.

For the purpose of this Assignment, Assignor warrants and agrees to defend title to each Assigned Interest in each Property unto Assignee, its successors and assigns, against any and all persons or entities lawfully claiming or to claim such Assigned Interest or any portion thereof, or any interest therein, or any right thereto, by virtue of acts, occurrences or omissions of or by, through or under any Assignor or any affiliate (as defined below) of any Assignor. As used herein, the term "affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with any Assignor.

Assignor hereby assigns to Assignee, to the extent so transferable, any right of Assignor to serve or to continue to serve as operator under applicable operating agreements covering the Properties or any portion thereof.

Reference is made to Exhibit A, which is attached hereto and made a part hereof for all purposes. References in the 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 applicable records of the Counties or Parishes in which the Assets or portions thereof 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.

Certain Assets may be owned by less than all of the Assignors. To the extent that certain Assets are owned by less than all of the Assignors, the joinder of all of the Assignors in this Assignment shall not be construed to mean that each Assignor owns an interest in such Assets or that any Assignor owns any part of the interests of any other Assignor therein.

The validity of this Assignment with respect to title to property shall be governed by and construed in accordance with the laws of the jurisdiction in which this Assignment is recorded. All other matters with respect to the Assignment, including, without limitation the warranties contained herein and the remedies arising from such warranties, shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle which might refer same to another jurisdiction.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors, assigns and legal representatives. This Assignment is executed in multiple originals on the

date shown in the acknowledgments attached hereto, is delivered on March 11, 1981, and is effective as of the Effective Time.

DAVIS OIL COMPANY, a Colorado general partnership

By: _____
Marvin Davis, Managing Partner

_____
MARVIN DAVIS, Individually

_____
BARBARA DAVIS, Individually

_____
JEAN DAVIS, Individually

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED, that I, Mollie T. Kalet, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 27th day of February, 1981:

CALIFORNIA

Before me personally appeared MARVIN DAVIS, known to me to be the Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership that executed the within instrument, and acknowledged to me that such general partnership executed the same.

COLORADO

The foregoing instrument was acknowledged before me by MARVIN DAVIS, Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership.

LOUISIANA

Before me appeared MARVIN DAVIS, to me personally known, who, being by me duly sworn did say that he is the Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership, and that the instrument was signed in behalf of the general partnership by authority of the general partners thereof, and that MARVIN DAVIS acknowledged the instrument to be the free act and deed of said general partnership.

MONTANA

Before me personally appeared MARVIN DAVIS, known to me to be the Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership that executed the within instrument, and acknowledged to me that such general partnership executed the same.

OKLAHOMA

Before me personally appeared MARVIN DAVIS, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Managing Partner and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

TEXAS

Before me personally appeared MARVIN DAVIS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership, and acknowledged to me that he executed said instrument, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.

UTAH

Before me personally appeared MARVIN DAVIS, who being by me duly sworn, did say that he is the Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership, and that said instrument was signed in behalf of said general partnership by authority of the general partners thereof and said MARVIN DAVIS acknowledged to me that said general partnership executed the same.

WYOMING

The foregoing instrument was acknowledged before me by MARVIN DAVIS, the Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership, on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year in this certificate first above written.

Notary Public in and for
Denver County, Colorado

My Commission Expires:

August 20, 1982

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Mollie T. Kalet, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 27th day of February, 1981:

CALIFORNIA

Before me personally appeared MARVIN DAVIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

COLORADO

The foregoing instrument was acknowledged before me by MARVIN DAVIS.

LOUISIANA

Before me personally appeared MARVIN DAVIS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it as his free act and deed.

MONTANA

Before me personally appeared MARVIN DAVIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

OKLAHOMA

Before me personally appeared MARVIN DAVIS, to me 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 deed and for the uses and purposes therein set forth.

TEXAS

Before me personally appeared MARVIN DAVIS, 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.

UTAH

Before me personally appeared MARVIN DAVIS, the signer of the above instrument, who duly acknowledged to me that he executed the same.

WYOMING

The foregoing instrument was acknowledged before me by MARVIN DAVIS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year in this certificate first above written.

Notary Public in and for
Denver County, Colorado

My Commission Expires:

August 20, 1982

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Mollie T. Kalet, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and

State aforesaid, hereby certify that, on this 27th day of February, 1981:

CALIFORNIA

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

COLORADO

The foregoing instrument was acknowledged before me by BARBARA DAVIS.

LOUISIANA

Before me personally appeared BARBARA DAVIS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed it as her free act and deed.

MONTANA

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

OKLAHOMA

Before me personally appeared BARBARA DAVIS, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary deed and for the uses and purposes therein set forth.

TEXAS

Before me personally appeared BARBARA DAVIS, 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.

UTAH

Before me personally appeared BARBARA DAVIS, the signer of the above instrument, who duly acknowledged to me that she executed the same.

WYOMING

The foregoing instrument was acknowledged before me by BARBARA DAVIS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year in this certificate first above written.

Notary Public in and for
Denver County, Colorado

My Commission Expires:

August 20, 1982

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Mollie T. Kalet, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and

[redacted] [redacted] [redacted]

State aforesaid, hereby certify that, on this 27th day of February, 1981:

CALIFORNIA

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

COLORADO

The foregoing instrument was acknowledged before me by JEAN DAVIS.

LOUISIANA

Before me personally appeared JEAN DAVIS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed it as her free act and deed.

MONTANA

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

OKLAHOMA

Before me personally appeared JEAN DAVIS, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary deed and for the uses and purposes therein set forth.

TEXAS

Before me personally appeared JEAN DAVIS, 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.

UTAH

Before me personally appeared JEAN DAVIS, the signer of the above instrument, who duly acknowledged to me that she executed the same.

WYOMING

The foregoing instrument was acknowledged before me by JEAN DAVIS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year in this certificate first above written.

Notary Public in and for
Denver County, Colorado

My Commission Expires:

August 20, 1982

6-1

EXHIBIT A

TO ASSIGNMENT AND BILL OF SALE FROM DAVIS OIL COMPANY, ET AL, ASSIGNOR, TO HPC, INC., ASSIGNEE

Sublette County, Wyoming

For purposes of this Exhibit to this Assignment and Bill of Sale, the following terms shall have the meanings set forth below:

Assigned Interest. (i) With respect to each Lease, an undivided interest in such Lease equal to the percentage shown under the heading "WI" with respect to such Lease; (ii) with respect to each mineral fee, the undivided interest set forth in this Exhibit in and to the particular land described in this Exhibit, and (iii) with respect to each royalty interest or overriding royalty interest, the percentage of the oil, gas and other minerals produced from the land described in this Exhibit pursuant to the applicable Lease described in this Exhibit.

Lease. An oil, gas and mineral lease described in this Exhibit.

Tract. A parcel of land which is separately identified for the internal accounting purposes of Assignor.

Each Lease is described as follows:

DOC Lease No. Assignor's identification number of the Lease for internal accounting purposes.

Lessor & Date. The name of a lessor and the date or effective date of the Lease.

Lessee. The name of a lessee of the Lease.

Book Page. The recordation reference of the Lease in the applicable land or lease records in the county in which the land covered by the Lease is located.

Tract. Assignor's Tract identification number; if applicable.

Description. A description or summary description of the land covered by the Lease. If a land description is shown and a Lease covers more than a Tract, the Tracts are separated and numbered according to Assignor's identification number. If a land description is shown and a Lease covers less than the full mineral estate in and to the land or Tract covered by the Lease, such undivided interest is reflected as a percentage beneath the description of such land or beside such Tract as "(___% MI)". If no such notation appears, the Lease covers 100% of the mineral estate in and to such land or Tract. If the Assigned Interests are limited as to depth or horizon, such limitation is shown beneath the description.

WI. The column in which the Assigned Interest with respect to the Lease or other Property is shown.

Each mineral fee interest is described as follows:

No lessor or lessee is noted, and in lieu thereof, the mineral fee interest is described as follows:

"An undivided ___% of the oil, gas and other minerals in, under and that may be produced from the following described land (followed with a description of the land)."

Each overriding royalty interest is described as follows:

Beneath the description of the land covered by the Lease; the percentage of all oil, gas and other minerals produced and saved pursuant to the lease from the land covered thereby is described by stating such percentage followed by the letters "ORRI" or "ORI".

Each royalty interest is described as follows:

No lessor or lessee is noted, and in lieu thereof, the royalty interest is described as follows:

"A ___% of the oil, gas and other minerals produced and saved from the following described land (followed by a description of the land)."

Exhibit A to this Assignment and Bill of Sale consists of descriptions of Properties in the following Blocks, as such Blocks are designated by Assignor:

Block Number	Name of Block	Pages
43	Wardell Federal	4

W Y O M I N G

S U B L E T T E C O U N T Y

G R E E N R I V E R

W A R D E L L F E D E R A L

B L O C K 43

DOC	LEASE NO	LESSOR & DATE	LESSEE	BOOK	PAGE	TRACT	DESCRIPTION	WI
	6020	USA W-44795 05/01/79	Bradley Panos			1	Township 28 North, Range 109 West, 6th PM Sublette County, Wyoming Section 1: Lots 1, 2, S/2 SE/4 Section 11: All	100.000000
	6153	USA W-42281 12/01/73	Bruce Anderson			1	Township 30 North, Range 109 West, 6th PM Sublette County, Wyoming Section 29: All	50.000000
	6156-2	USA W-5627-B 05/01/67	Samuel Mandel			1	Township 28 North, Range 108 West, 6th PM Sublette County, Wyoming Section 9: All	100.000000
	7120	USA W-60562 10/01/77	Leslie J. Rodman			1	Township 29 North, Range 109 West, 6th PM Sublette County, Wyoming Section 20: All Section 21: All Section 22: All Section 28: All	100.000000
	7269	USA W-39718 06/01/73	Ed M. Catron			1	Township 29 North, Range 109 West, 6th PM Sublette County, Wyoming Section 18: Lots 1, 2, 3, 4, E/2, E/2 W/2	100.000000
	7271	USA W-60557 10/01/77	Vina P. Parnell			1	Township 28 North, Range 108 West, 6th PM Sublette County, Wyoming Section 5: Lots 1, 2, 3, 4, S/2 S/2 Section 6: Lots 1, 2, 3, 4, 5, SE/4 SW/4, S/2 SE/4 Section 7: Lots 1, 2, 3, 4, E/2, E/2 W/2 Section 18: Lots 1, 2, 3, 4, E/2, E/2 W/2 Section 19: Lots 1, 2, 3, 4, E/2, E/2 W/2	100.000000

ID	DOC LEASE NO	LESSOR & DATE	LESSEE	BOOK	PAGE	TRACT	DESCRIPTION	WI
7	7274	USA W-60114 10/01/77	K. L. Huger, Jr.			1	Township 28 North, Range 108 West, 6th PM Sublette County, Wyoming Section 25: All Section 26: All Section 27: All Section 28: All	100.000000
8	7345	USA W-7572-A 09/01/67	Claire E. Sullivan			1	Township 28 North, Range 109 West, 6th PM Sublette County, Wyoming Section 15: All	25.000000
9	7347	USA W-7574-A 09/01/67	Claire E. Sullivan			1	Township 28 North, Range 109 West, 6th PM Sublette County, Wyoming Section 26: All	25.000000
10	7353	USA W-8789-A 11/01/67	Claire E. Sullivan			1	Township 28 North, Range 108 West, 6th PM Sublette County, Wyoming Section 31: Lots 1-4, E/2, E/2 W/2	25.000000
11	7360	USA W-60558 10/01/77	Harold Hudson			1	Township 29 North, Range 108 West, 6th PM Sublette County, Wyoming Section 19: Lots 1, 2, 3, 4, E/2, E/2 W/2 Section 29: All Section 30: Lots 1, 2, 3, 4, E/2, E/2 W/2 Section 31: Lots 1, 2, 3, 4, E/2, E/2 W/2	100.000000
12	7373	USA W-60561 10/01/77	Henry O. Marsh			1	Township 29 North, Range 109 West, 6th PM Sublette County, Wyoming Section 13: All Section 14: All Section 23: All Section 24: All	100.000000

ID	DOC LEASE NO	LESSOR & DATE	LESSEE	BOOK PAGE	TRACT	DESCRIPTION	WI
	7377	USA W-60560 10/01/77	Jerry D. Campbell		1	Township 29 North, Range 109 West, 6th PM Sublette County, Wyoming Section 3: S/2 SW/4, SE/4 Section 7: Lots 1, 2, 3, 4, E/2, E/2 W/2 Section 11: All Section 15: W/2 Section 17: All	100.000000
14	7587	USA W-60559 02/01/78	Eugene Monesi		1	Township 28 North, Range 109 West, 6th PM Sublette County, Wyoming Section 1: Lots 3, 4, S/2 SW/4 Section 2: Lots 1, 2, 3, 4, S/2 S/2 Section 3: Lots 1, 2, 3, 4, S/2 S/2 Section 12: All Section 13: All Township 29 North, Range 109 West, 6th PM Sublette County, Wyoming Section 34: N/2 NW/4, S/2	100.000000
15	7913	USA W-60123 03/01/78	Lite Sabin		1	Township 30 North, Range 109 West, 6th PM Sublette County, Wyoming Section 24: S/2 Section 25: S/2 Section 26: All Section 27: All Section 28: All	100.000000
16	7936	USA W-45225 06/01/74	William H. Short, Jr.		1	Township 27 North, Range 109 West, 6th PM Sublette County, Wyoming Section 12: N/2 NE/4, W/2 Section 14: W/2 NW/4	50.000000

ID	DOC LEASE NO	LESSOR & DATE	LESSEE	BOOK PAGE	TRACT	DESCRIPTION	WI
17	7942	USA W-61033 11/01/77	Justin E. Arata		1	Township 29 North, Range 109 West, 6th PM Sublette County, Wyoming Section 9: All Section 10: All Township 30 North, Range 110 West, 6th PM Sublette County, Wyoming Section 14: Lot 1	100.000000
18	8097	USA W-60121 10/01/77	William T. Keeton		1	Township 30 North, Range 109 West, 6th PM Sublette County, Wyoming Section 13: S/2 NW/4, S/2 Section 14: All Section 22: E/2 Section 23: All Section 24: N/2	100.000000
19	8102	USA W-60122 10/01/77	Winston O. Weaver		1	Township 30 North, Range 109 West, 6th PM Sublette County, Wyoming Section 15: All Section 17: S/2 Section 20: All Section 21: All Section 22: W/2	100.000000
20	7332	USA W-60129 10/01/77	Marshall R. Perkins		1	Township 30 North, Range 110 West, 6th P.M., Sublette County, Wyoming Section 24: All Section 25: All	100.000000

A-042018

Producers 88 Spec. U
Wyoming

OIL AND GAS LEASE

HERTZLER, MILNE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 6th day of March, 19 81 by and between

Ted L. Steele, a single man
P.O. Box 6522
of Sheridan, Wyoming 82801

Thomas F. Stroock
of P.O. Box 2875, Casper, Wyoming 82602

, hereinafter called lessor (whether one or more) and

, 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 13: N½SE¼, SE¼SE¼

183788

RECORDED March 13, 1981 8:00 AM
IN BOOK 61 Oil & Gas, PAGE 69
FEES $ Lina C. Blake COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section ---- Township ---- Range --- and containing 120.00 acres, more or less.

five (5) TLS

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 National Bank at Sheridan, Wyoming 82801, 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 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:

Ted L. Steele (SEAL)
Ted L. Steele

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

69

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 the day of March 6, 19 81, personally appeared Ted L. Steele, a single man

and

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

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

My Commission Expires JOYCE A. CABOT - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 22, 1984

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 the 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

COUNTY OF
BOOK
FILED

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 CASPER WYOMING

Kilgore [redacted] area

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-20136

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
4-1-67

New Serial Number

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

183813

Name Robert J. Cunningham
Street P. O. Box 566
City
State Cheyenne, Wyoming
Zip Code

RECORDED March 17 1981 8:00A M
[illegible] 61 Ord
6th Pan Tyk
[illegible] 71

by Dorothy Williams

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 38 North, Range 114 West

Section 3: S/2 SE/4
Section 10: SE/4
Section 15: E/2
Section 22: NE/4

and containing 720.00 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? 100% without warranty express or implied percent

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

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

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

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

Executed this day of , 19 72

SHELL OIL COMPANY

BY: J. M. Talbot
(Assignor's Signature)
Attorney-in-Fact

P. O. Box 2099
(Assignor's Address)

Houston, Texas 77001

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN WYOMING 05707
AND SUCH AUTHORITY IS STILL IN EFFECT

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Segregated as to Item 1

Assignment approved effective NOV 1 1972

Date approved NOV 6 1972

By [signature] (Authorized Officer)
Chief, Oil & Gas Section

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

(Title)

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

FOR CLAIMANT

71

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

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

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

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

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

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

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

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

Executed this 12th day of Oct., 1972

Robert J. Connaughan
(Assignee's Signature)
P. O. Box 566
CHEYENNE, WYO. 82001
(Address)

INSTRUCTIONS

STATE OF TEXAS

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 9 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

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

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 644-534

[redacted]-03

Form Rat.3

[redacted]

[redacted]

KINTZEL BLUE PRINT CO.,
CASPER, WYOMING

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned John E. Danze and Bonnie J. Danze, husband and wife, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 8th day of December, 19____, between Boulder Hay, Inc., a Wyoming corporation, 1578 Alisal Avenue, San Jose, California 95125, as lessor, and Thomas F. Stroock, as lessee, covering all of that certain tract of land situate in the county of Sublette, State of Wyoming, described as follows:

Township 32 North, Range 108 West, 6th P.M.
Section 13: NE¼, NW¼NW¼

Containing 200.00 acres, more or less,
Recorded in Book 60 O&G at Page 562

183832

FILED March 19 1981 8:00 AM
BOOK 61 O+G PAGE 13
$6.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

and do hereby grant, lease and let the land described in said lease unto the above named lessee, his heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Boulder Hay, Inc., a Wyoming corporation, heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 11th day of March, 1981.

John E. Danze
John E. Danze

Bonnie J. Danze
Bonnie J. Danze

STATE OF CALIFORNIA
COUNTY OF Santa Clara } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11th day of March, 1981, personally appeared John E. Danze and Bonnie J. Danze, 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.

OFFICIAL SEAL
MARIE E KOTH
NOTARY PUBLIC CALIFORNIA
SANTA CLARA COUNTY
My comm. expires JAN 28, 1985

My Commission Expires

Marie E Koth
Notary Public.

1427 Foxworthy Avenue, San Jose, CA 95118

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

Clerk

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 BLK. PRINTING CO. CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

Virginia Blakemore Estate Trust, hereinafter called "Assignor", as distribution of a portion of the trust estate to Virginia Blakemore, whose address is 2100 First National Bank Building, Midland, Texas, hereinafter called "Assignee", does hereby convey unto Assignee all of the overriding royalties described in the attached Exhibit "A" which are carved out and payable from oil and gas produced from the lands described in the oil and gas leases in said Exhibit.

Said overriding royalties shall be measured at the time and in the manner prescribed in the reservation of overriding royalty by Assignor herein.

Assignor does likewise convey unto Assignee, all rights of reassignment as specified in assignments of said oil and gas leases to the end that if the owner of said lease ever desires to surrender or allow any of said leases to terminate, Assignee herein shall be entitled to the rights of reassignment specified in assignments as reflected in the chain of title in favor of Assignor.

Assignor covenants that it has not sold or otherwise encumbered said overriding royalty and otherwise no warranty is given, expressed or implied.

This overriding royalty covers interest in land situated in various counties and states and a full copy of said overriding royalty conveyance as to the lands within the applicable state shall be filed in the office of the County Clerk of _____ in the case of Colorado, in the office of the County Clerk of SUBLETTE in the case of Wyoming, in the office of the County Clerk of _____ in the case of Montana, in the office of the County Clerk of _____ in the case of North Dakota, in the office of the County Clerk of _____ in the case of South Dakota, in the office of the

183833

RECORDED March 19 1981 8:00 A M
IN BOOK 61 Oil & Gas PAGE 75
of Sublette County, Wyoming COUNTY CLERK
PINEDALE, WYOMING
Dorothy McClure

County Clerk of _____ in the case of Utah, and in the office of the County Clerk of _____ in the case of New Mexico. A full copy of said assignment shall be filed with the Bureau of Land Management in each of said states. All of said assignments shall be deemed counterparts and originals.

EXECUTED in multiple counterparts this 5th day of January, 1981.

VIRGINIA BLAKEMORE ESTATE TRUST

By: Edwin H. Magruder, Jr.
Trustee

THE STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 5th day of January, 1981, by Edwin H. Magruder Jr. Trustee in the capacity therein stated.

Witness my hand and official seal.

Donna Padgett
Notary Public, Midland County, Texas

(SEAL)
My Commission Expires:
DONNA PADGETT-Notary Public
Midland County, Texas
My Commission Expires June 27, 1981

THE STATE OF TEXAS

COUNTY OF MIDLAND

On this _____ day of _____, 1981, before me a Notary Public, personally appeared _____, known to me to be the person who is described in and whose name is subscribed to the within instrument and duly acknowledged to me that he executed the same in the capacity therein stated.

_____
Notary Public, Midland County, Texas

(SEAL)
My Commission Expires:

_____

EXHIBIT "A"

WYOMING

LEASE SERIAL NUMBER	EFFECTIVE DATE OF LEASE	LESSOR	LESSEE	OVERRIDING ROYALTY ASSIGNED	COUNTY	LAND DESCRIPTION
W-61176	12/1/77	U.S.A.	Virginia Blakemore Estate Trust	5%	Niobrara	T-38-N, R-64-W, 6th P.M. Sec. 1: SE/4 SE/4
W-62306	3/1/78	U.S.A.	Virginia Blakemore Estate Trust	5%	Niobrara	T-39-N, R-64-W, 6th P.M. Sec. 33: E/2 NE/4, E/2 NW/4
W-59750	9/1/77	U.S.A.	Virginia Blakemore Estate Trust	5%	Park	T-50-N, R-101-W, 6th P.M. Sec. 20: S/2 Sec. 29: Lots 1, 2
W-60091	10/1/77	U.S.A.	Virginia Blakemore Estate Trust	5%	Sublette	T-29-N, R-104-W, 6th P.M. Sec. 17: W/2 SE/4 Sec. 22: S/2 Sec. 25: N/2
W-63474	6/1/78	U.S.A.	Virginia Blakemore Estate Trust	5%	Sublette	T-31-N, R-105-W, 6th P.M. Sec. 20: W/2 Sec. 29: W/2
W-67193	4/1/79	U.S.A.	Virginia Blakemore Estate Trust	5%	Sublette	T-35-N, R-114-W, 6th P.M. Sec. 10: ALL Sec. 15: ALL
W-63487	6/1/78	U.S.A.	Virginia Blakemore Estate Trust	5%	Sublette	T-37-N, R-110-W, 6th P.M. Sec. 10: E/2, S/2 NW/4, SW/4 Sec. 11: E/2 NE/4, SW/4 NE/4, W/2, W/2 SE/4
W-57772	3/1/77	U.S.A.	Virginia Blakemore Estate Trust	5%	Sweetwater	T-18-N, R-101-W, 6th P.M. Sec. 12: NW/4

77+78

ASSIGNMENT OF OVERRIDING ROYALTY

Margene Blakemore Estate Trust, hereinafter called "Assignor", as distribution of a portion of the trust estate to Margene Blakemore, whose address is 2100 First National Bank Bldg., Midland, Texas, hereinafter called "Assignee", does hereby convey unto Assignee all of the overriding royalties described in the attached Exhibit "A" which are carved out and payable from oil and gas produced from the lands described in the oil and gas leases in said Exhibit.

Said overriding royalties shall be measured at the time and in the manner prescribed in the reservation of overriding royalty by Assignor herein.

Assignor does likewise convey unto Assignee, all rights of reassignment as specified in assignments of said oil and gas leases to the end that if the owner of said lease ever desires to surrender or allow any of said leases to terminate, Assignee herein shall be entitled to the rights of reassignment specified in assignments as reflected in the chain of title in favor of Assignor.

Assignor covenants that it has not sold or otherwise encumbered said overriding royalty and otherwise no warranty is given, express or implied.

This overriding royalty covers interest in land situated in various counties and states and a full copy of said overriding royalty conveyance as to the lands within the applicable state shall be filed in the office of the County Clerk of _____ in the case of Colorado, in the office of the County Clerk of Sublette in the case of Wyoming, in the office of the County Clerk of _____ in the case of Montana, in the office of the County Clerk of _____ in the case of North Dakota, in the office of the County Clerk of _____ in the case of

183834

RECORDED March 19 1981 8:00 A M
IN BOOK 61 Oil PAGE 79
FEES $1.75 Lois J York COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
by Dorothy M Thiriot

South Dakota, in the office of the County Clerk of _____ in the case of Utah, and in the office of the County Clerk of _____ in the case of New Mexico. A full copy of said assignment shall be filed with the Bureau of Land Management in each of said states. All of said assignments shall be deemed counterparts and originals.

EXECUTED in multiple counterparts this 5th day of January, 1981.

MARGENE BLAKEMORE ESTATE TRUST

By Edwin H. Magruder, Jr.
Trustee

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 5th day of January, 1981, by Edwin H. Magruder, Jr. Trustee in the capacity therein stated.

Witness my hand and official seal.

(SEAL)
My Commission Expires:
May 1, 1984

Carroll E. Addy
Notary Public, Midland County, Texas

CARROLL E. ADDY-Notary Public
In and for the State of Texas
My Commission Expires May 1, 1984

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

On this ____ day of _____, 1981, before me a Notary Public, personally appeared _____, known to me to be the person who is described in and whose name is subscribed to the within instrument and duly acknowledged to me that he executed the same in the capacity therein stated.

(SEAL)
My Commission Expires:

_____

_____
Notary Public, Midland County, Texas

EXHIBIT "A"

WYOMING

LEASE SERIAL NUMBER	EFFECTIVE DATE OF LEASE	LESSOR	LESSEE	OVERRIDING ROYALTY ASSIGNED	COUNTY	LAND DESCRIPTION
W-59201	7/1/77	U.S.A.	Margene Blakemore Estate Trust	5%	Niobrara	T-37-N, R-65-W, 6th P.M. Sec. 12: SW/4 SW/4
W-60372	10/1/77	U.S.A.	Margene Blakemore Estate Trust	5%	Niobrara	T-38-N, R-64-W, 6th P.M. Sec. 33: S/2 SW/4, N/2 SE/4, SW/4 SE/4
W-60545	10/1/77 —	U.S.A.	Margene Blakemore Estate Trust	5%	Sublette	T-28-N, R-104-W, 6th P.M. Sec. 17: E/2, E/2 NW/4, SW/4 Sec. 20: N/2 NE/4
W-60552	12/1/77	U.S.A.	Margene Blakemore Estate Trust	5%	Sublette	T-30-N, R-106-W, 6th P.M. Sec. 2: Lots 3, 4 Sec. 3: Lots 1, 2, S/2 NE/4
W-59768	9/1/77	U.S.A.	Margene Blakemore Estate Trust	5%	Sublette	T-35-N, R-110-W, 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S/2 N/2, S/2 Sec. 4: Lots 1, 2, 3, 4, S/2 N/2, N/2 SW/4, SE/4 SW/4, SE/4 Sec. 5: Lot 4, SW/4 NW/4, W/2 SW/4 Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4

ASSIGNMENT OF OVERRIDING ROYALTY

Margene Blakemore Estate Trust, hereinafter called "Assignor", as distribution of a portion of the trust estate to Margene Blakemore, whose address is 2100 First National Bank Bldg., Midland, Texas, hereinafter called "Assignee", does hereby convey unto Assignee all of the overriding royalties described in the attached Exhibit "A" which are carved out and payable from oil and gas produced from the lands described in the oil and gas leases in said Exhibit.

Said overriding royalties shall be measured at the time and in the manner prescribed in the reservation of overriding royalty by Assignor herein.

Assignor does likewise convey unto Assignee, all rights of reassignment as specified in assignments of said oil and gas leases to the end that if the owner of said lease ever desires to surrender or allow any of said leases to terminate, Assignee herein shall be entitled to the rights of reassignment specified in assignments as reflected in the chain of title in favor of Assignor.

Assignor covenants that it has not sold or otherwise encumbered said overriding royalty and otherwise no warranty is given, express or implied.

This overriding royalty covers interest in land situated in various counties and states and a full copy of said overriding royalty conveyance as to the lands within the applicable state shall be filed in the office of the County Clerk of _____ in the case of Colorado, in the office of the County Clerk of Sublette in the case of Wyoming, in the office of the County Clerk of _____ in the case of Montana, in the office of the County Clerk of _____ in the case of North Dakota, in the office of the County Clerk of _____ in the case of

183835

RECORDED March 19 1982 8:00 A M
IN BOOK 61 O & G PAGE 83
FEES $ Same Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Wilcox

South Dakota, in the office of the County Clerk of _____ in the case of Utah, and in the office of the County Clerk of _____ in the case of New Mexico. A full copy of said assignment shall be filed with the Commissioner of Public Lands in each of said states. All of said assignments shall be deemed counterparts and originals.

EXECUTED in multiple counterparts this 5th day of January, 1981.

MARGENE BLAKEMORE ESTATE TRUST

By Edwin H. Magruder Jr.
Trustee

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 5th day of January, 1981, by Edwin H. Magruder Jr. Trustee in the capacity therein stated.

Witness my hand and official seal.

Carroll E. Addy
Notary Public, Midland County, Texas

(SEAL)
My Commission Expires:
May 1, 1984

CARROLL E. ADDY-Notary Public
In and for the State of Texas
My Commission Expires May 1, 1984

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

On this ____ day of _____, 1981, before me a Notary Public, personally appeared _____, known to me to be the person who is described in and whose name is subscribed to the within instrument and duly acknowledged to me that he executed the same in the capacity therein stated.

_____
Notary Public, Midland County, Texas

(SEAL)
My Commission Expires:

_____

EXHIBIT "A"

STATE OF WYOMING

LEASE SERIAL NUMBER	EFFECTIVE DATE OF LEASE	LESSOR	LESSEE	OVERRIDING ROYALTY ASSIGNED	COUNTY	LAND DESCRIPTION
77-0551	9/2/77	State	Margene Blakemore Estate Trust	5%	Sublette	T-37-N, R-110-W, 6th P.M. Sec. 33: NE/4 NW/4
77-0433	7/2/77	State	Margene Blakemore Estate Trust	5%	Sweetwater	T-19-N, R-109-W, 6th P.M. Sec. 28: E/2 E/2, NW/4 NE/4 Sec. 34: ALL (Exc. 9.17 A. Pat. to U.P.R.R.)
77-0464	8/2/77	State	Margene Blakemore Estate Trust	5%	Washakie	T-43-N, R-90-W, 6th P.M. Sec. 16: NE/4

EJ

SC

9538

FEB 20 19

AGREEMENT

THIS AGREEMENT, dated the 22nd day of January, 1981, between William A. Wilson, Jr., whose address is 1700 Swanson Drive, #110, Rock Springs, Wyoming 82901, hereinafter called "Lessee", and Chevron U.S.A. Inc., whose address is P.O. Box 599, Denver, Colorado 80201, hereinafter called "Chevron",

WITNESSETH:

WHEREAS, Lessee filed a Simultaneous Oil and Gas Lease Application for a United States Oil and Gas Lease covering Parcel Number 5591 on the September, 1980 list of lands posted by the Wyoming Bureau of Land Management State Office pursuant to 43 C.F.R. 3112.2-1, which said Application is now identified as Serial Number 72871, and which covers the following described land in Sublette County, State of Wyoming;

Township 37 North, range 114 West
Section 16: NW 1/4, E 1/2 SW 1/4
Section 21: E 1/2 W 1/2
Section 28: E 1/2, E 1/2 NW 1/4, NE 1/4 SW 1/4, S 1/2 SW 1/4
Section 33: All

containing 1,560.00 acres, more or less;

WHEREAS, said Application was accorded first priority in the selection procedure defined in 43 C.F.R. 3112.3-1;

WHEREAS, Chevron desires to take from Lessee an assignment of any oil and gas lease which may hereafter issue to Lessee as a result of said Application, and Lessee is willing to grant such assignment upon the terms and conditions herein set forth;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid the receipt and sufficiency of which are hereby acknowledged by Lessee, which considerations are paid and accepted for each and all of the covenants and provisions of this agreement, it is agreed as follows:

1. Lessee agrees, upon issuance of such lease, promptly to execute, acknowledge and deliver an assignment of such lease to Chevron on the form prenumbered and designated by the Bureau of Land Management for use in assigning record title interest to such lease as prescribed by 43 C.F.R. 3106.2-2(a)(1). Such assignment shall provide for an overriding royalty to be reserved by Lessee amounting to ~~four~~ (4) % and by Jonathan Kutner amounting to one-half (1/2%), and shall provide for a 45 day right of reassignment in the event Chevron elects to surrender all or any part of the lease in any lease year other than the final year of the primary term of said lease. Should Lessee fail or decline to execute such assignment Chevron may submit the unexecuted assignment to the Secretary of the Interior or his representative, together with a copy of this agreement, and such assignment and this agreement, in conjunction, shall be considered as a transfer by Lessee to Chevron of all the rights provided for in such assignment. 3 1/2 1 1/2 as

2. Lessee shall, at all times during the life of this agreement keep and maintain such lease in full force and effect as to the land covered by this agreement; provided, that Chevron shall reimburse Lessee for any expenses hereafter incurred by Lessee with the prior written consent of Chevron for the maintenance of such lease provided that Chevron's consent shall not be required for Lessee to be reimbursed for payment of the first year's rental required for said lease. Upon receipt of the lease for signing, Lessee agrees to notify Chevron by telephone and shall promptly execute same and timely return the executed lease together with the first year's rental to the proper Bureau of Land Management Office all as required by 43 C.F.R. 3112.4-1. If at any time Chevron shall, by notice to Lessee, release this agreement as to the land covered hereby pursuant to Paragraph 5 hereinbelow, Chevron shall not be obligated to reimburse Lessee for any expenses thereafter incurred. Chevron shall

[redacted] [redacted] [redacted]

not be held liable for failure to perform any other or future obligations with respect to keeping and maintaining such lease in full force and effect; nor shall Chevron be held liable for failure to perform any other future obligations with regard thereto.

3. In the event of refusal of the United States for any reason to issue a lease as to any part of the lands covered by this agreement, Lessee will reimburse Chevron the proportionate part respectively on a pro-rata acreage basis of any payments made by Chevron to Lessee under this agreement. If less than all of the lands covered by this agreement are subject to such refusal, the provisions hereof shall remain in full force and effect as to the remainder of said land for the full term hereof.

4. Subject to Chevron's right to terminate this agreement, as provided in Paragraph 5 hereof, this agreement shall continue in force until approval of the assignment provided for herein by the authorized officer of the Bureau of Land Management or until the expiration of ~~twenty~~ 10 years from the date hereof, whichever first occurs. WWJ.

5. In the event that a lease is issued pursuant to the said application containing a stipulation prohibiting occupancy of all of the leased premises, Chevron shall have the right to terminate this agreement by giving notice to Lessee not later than thirty days following Chevron's receipt from Lessee of an executed assignment. Upon termination, Lessee shall be released from its obligation to make the assignment provided for herein; provided, however, Lessee agrees to reimburse Chevron for any payments made hereunder.

6. Lessee agrees to furnish to Chevron promptly upon receipt by Lessee any notices, demands, or information concerning such lease. Demands upon and notices and communications to Chevron may be addressed to Chevron at Chevron's address given above. Demands upon and notices and communications to Lessee may be addressed to Lessee at Lessee's address given above, or addressed to Lessee care of Jonathan Kutner whose address is 1500 Dallas Federal Savings Tower, 3333 Douglas, Dallas, Texas 75225 and who is designated by Lessee as Lessee's agent to receive such demands, notices and communications. Either party shall have the right to change the address to which demands, notices and communications to such party shall be forwarded upon notifying the other party in writing; and Lessee may change the agent named above by notifying Chevron in writing of the name and address of a new agent.

7. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which such lease is issued or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder. On the contrary, this agreement shall in all particulars be deemed amendable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy and, except as to the provisions so eliminated shall remain and be in full force and effect as so modified.

8. This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

9. This agreement is subject to the terms and provisions of that certain said letter agreement of even date herewith describing additional consideration to be paid for this agreement.

IN WITNESS WHEREOF, Lessee has executed this agreement.

William A. Wilson

William A. Wilson, Jr.

WITNESSES:

Nancy C Wilson

22

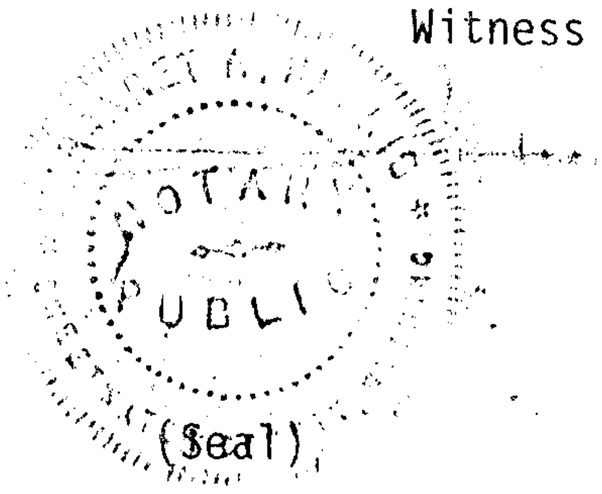
9538

ACKNOWLEDGMENTS

STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by William A. Wilson, Jr., this 16th day of February, 19 81 .

Witness my hand and official seal.



Margaret A Harris
Notary Public

My commission expires:

January 20, 1982

183854

RECORDED March 20 1981 8:00A M
IN BOOK 61 O+G PAGE 84
FEES $ 8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 5184

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

DAVIS OIL COMPANY
1230 Denver Club Building
Denver, Colorado 80202

183859

1.

FILED March 20 1981 1:00 P M
IN BOOK 61 Misc. PAGE 89
FILED Sublette County Clerk
SUBLETTE COUNTY CLERK
by Dorothy McInnis

The undersigned, as owner of 20% percent of record title of the above-designated oil and gas lease issued effective *(date)* 5-1-67, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 108 West 6 P.M.
Section 25: All
Section 26: NE¼NE¼, S½NE¼, NW¼, S½
Section 27: All
Section 34: N½
Section 35: N½

Containing 2520.00 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)*
3½%

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

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

Executed this 30th day of April, 19 75.

(Assignor's Signature)

Raymond Chorney

RAYMOND CHORNEY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80203
S. S. # 003-10-1348

(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1975

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 28 1975
(Date)

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

U.S. GPO: 1974-0-571014-38

FOR CLAIMANT

89

90

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19

Filed in W-5645

(Assignee's Signature)

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify Assignor in writing thereof, at least thirty (30) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interests. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

PART I

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

PART II

A. Certification of Assignee

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

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

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

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

STATE OF COLORADO)
CITY &
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond Chorney
this 30th day of April, 1975.

Witness my hand and official seal.

My commission expires: 10-24-77

Notary Public

Wyoming, Montana, Colorado, Utah,

NOTARY PUBLIC

[redacted] ASSIGNMENT AFF[redacted]CTING RECOR[redacted]E
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

183860

Jean Davis
410 17th Street, Suite 1400
Denver, Colorado 80202

RECORDED March 20 1980 1:00 P M
IN BOOK 61 Misc PAGE 91
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

The undersigned, as owner of 20.0 percent of record title of the above-designated oil and gas lease issued effective *(date)* May 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 108 West, 6th PM.
Section 25: ALL
Section 26: NE¼NE¼, S½NE¼, NW¼, S½
Section 27: ALL
Section 34: N½
Section 35: N½
Containing 2520.0 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)* 6.48125%

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 21st day of March, 1980

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)

Paul Messinger, Attorney in Fact

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

410 17th Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective MAY 1 1980

By Norma M. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 26 1980
(Date)

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

D-5710

FOR CLAIMANT
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 [X] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,0[illegible], chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

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

Executed this 24th day of March, 19 80

Original Request For Approval
Filed in W-62482

(Assignee's Signature)

Jean Davis
410 17th Street, Suite 1400
Denver, Colorado 80202

(Address, include zip code)

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

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instument acknowledged before me this 21st day of March, 1980 by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

My Commision Expires:
April 8, 1982

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

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

On _____, 19____, before me personally came the above named _____ _____ (who being by me duly swom, 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:

Mid-Continent Association Form

183877

STATE OF Wyoming)
COUNTY OF Sublette) ss.

This instrument was filed for record on the 23rd day of March, 1981, at 8 o'clock A M., and duly recorded in book 61 Ox Page 93 of the records of this office.

Laura Yoder by Dorothy Wilson
Register of Deeds.

When recorded Return to

$5.50

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, Wyo. 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto AMERICAN HUNTER EXPLORATION LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated December 4th, 1980, from John F. Vible and Elva Louise Vible, husband and wife, 537 North Franklin Avenue, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 456, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 31 North, Range 108 West, 6th P.M.
Section 4: Lots 2, 3, 4
Section 5: Lot 4, SW¼NW¼
Section 6: Lots 1, 2, 5, 6, 7, 12, 13, S½NE¼, SE¼NW¼
Section 7: Lots 1, 2, NW¼NE¼
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.
Township 31 North, Range 109 West, 6th P.M.
Section 1: Lot 5, S½NE¼, N½SE¼, NE¼SW¼, S½SW¼, SW¼SE¼
Section 11: E½NE¼
Section 12: Lots 1, 2, 3, 4, NW¼NW¼

of Section ----, Township ----, Range ----, and containing 2,463.55 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 covenant's 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 18th day of February, 1981

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of February, 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

My Commission Expires November 28, 1983

Notary Public.

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183878

AH-W-09

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming)
COUNTY OF Sublette) ss.

This instrument was filed for record on the 23rd day of March, 1981, at 8 o'clock A. M., and duly recorded in book 61 Pr Page 24 of the records of this office.

Lucy Yoder by Dorothy Wilson
Register of Deeds.

When recorded
Return to

$4.00

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, Wyo 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto AMERICAN HUNTER EXPLORATION LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assigree), an undivided ninety percent (90%) interest in and to the oil and gas lease dated December 19, 1980, from 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, P. O. Box 88, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602 Lessee, recorded in book 60, page 473 insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.

Section 22: S½SE¼
Section 26: Part of the N½N½, 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 or less, to the NWcorner of said Section 26, which point is the point of beginning of this traverse;
Section 27: N½NE¼, W½
Section 34: NW¼

of Section ----, Township ----, Range ----, and containing 757.63 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 covenan's 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 18th day of February, 1981.

Thos F Stroock (Seal)
Marta F Stroock (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 18th day of February, 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 November 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]
My Comm. Public

ASSIGNMENT OF OVERRIDING ROYALTY

William B. Blakemore, Jr. Trust, hereinafter called "Assignor", as distribution of a portion of the trust to William B. Blakemore, Jr., whose address is 2100 First National Bank Building, Midland, Texas, hereinafter called "Assignee", does hereby convey unto Assignee all of the overriding royalties described in the attached Exhibit "A" which are carved out and payable from oil and gas produced from the lands described in the oil and gas leases in said Exhibit.

Said overriding roylaties shall be measured at the time and in the manner prescribed in the reservation of overriding royalty by Assignor herein.

Assignor does likewise convey unto Assignee, all rights of reassignment as specified in assignments of said oil and gas leases to the end that if the owner of said lease ever desires to surrender or allow any of said leases to terminate, Assignee herein shall be entitled to the rights of reassignment specified in assignments as reflected in the chain of title in favor of Assignor.

Assignor covenants that it has not sold or otherwise encumbered said overriding royalty and otherwise no warranty is given, express or implied.

This overriding royalty covers interest in land situated in various counties and states and a full copy of said overriding royalty conveyance as to the lands within the applicable state shall be filed in the office of the County Clerk of _____ in the case of Colorado, in the office of the County Clerk of Sublette in the case of Wyoming, in the office of the County Clerk of _____ in the case of Montana, in the office of the County Clerk of _____ in the case of North Dakota, in the office of the County Clerk of _____ in the case of South Dakota, in the

183879

RECORDED March 23 1981 8:00 A M
IN BOOK 61 Or T PAGE 95
FEES $10.25 Law of Utah COUNTY CLERK
SUBLETTE CO. WYOMING
Meredith McClure
95

office of the County Clerk of _____ in the case of Utah, and in the office of the County Clerk of _____ in the case of New Mexico. A full copy of said assignment shall be filed with the Bureau of Land Management in each of said states. All of said assignments shall be deemed counterparts and originals.

EXECUTED in multiple counterparts this 5th day of January, 1981.

WILLIAM B. BLAKEMORE, JR. TRUST

By: Edwin H. Magruder, Jr.
Trustee

THE STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 5th day of January, 1981, by Edwin H. Magruder Jr. Trustee in the capacity therein stated.

Witness my hand and official seal.

(SEAL)
My Commission Expires:
May 9, 1984

Carroll E. Addy
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

CARROLL E. ADDY-Notary Public
In and for the State of Texas
My Commission Expires May 1, 1984

THE STATE OF TEXAS

COUNTY OF MIDLAND

On this ____ day of _____, 1981, before me a Notary Public, personally appeared _____, known to me to be the person who is described in and whose name is subscribed to the within instruments and duly acknowledged to me that he executed the same in the capacity therein stated.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

(SEAL)
My Commission Expires:

_____

EXHIBIT "A"

WYOMING

LEASE SERIAL NUMBER	EFFECTIVE DATE OF LEASE	LESSOR	LESSEE	OVERRIDING ROYALTY ASSIGNED	COUNTY	LAND DESCRIPTION
W-62097	2/1/78	U.S.A.	William B. Blakemore, Jr. Trust	5%	Sublette	T-29-N, R-104-W, 6th P.M. Sec. 2: N/2 SW/4 Sec. 3: SE/4 NE/4 T-30-N, R-104-W Sec. 28: NE/4 NE/4, S/2 NE/4, W/2, SE/4 Sec. 29: N/2, SW/4, E/2 SE/4, SW/4 SE/4 Sec. 32: N/2, SW/4, SE/4 SE/4 Sec. 33: NE/4 NE/4, W/2 NE/4, W/2, SE/4
W-66840	3/01/79	U.S.A.	William B. Blakemore, Jr. Trust	5%	Sublette	T-31-N, R-114-W, 6th P.M. Sec. 25: SE/4 NE/4
W-58736	5/01/77	U.S.A.	William B. Blakemore, Jr. Trust	5%	Sublette	T-35-N, R-113-W, 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S/2 N/2, SW/4, N/2 SE/4 Sec. 4: S/2 NE/4, SE/4 NW/4, SW/4 Sec. 5: S/2 Sec. 7: Lots 1, 2, 3, 4, E/2, E/2 W/2 Sec. 8: NE/4 NE/4, NE/4 NW/4 Sec. 9: N/2 NW/4 Sec. 10: SW/4 NE/4, N/2 NW/4, SE/4 NW/4, NE/4 SW/4, NW/4 SE/4

ASSIGNMENT OF OVERRIDING ROYALTY

James M. Blakemore Trust, hereinafter called "Assignor", as distribution of a portion of the trust to James M. Blakemore, whose address is 2100 First National Bank Building, Midland, Texas hereinafter called "Assignee", does hereby convey unto Assignee all of the overriding royalties described in the attached Exhibit "A" which are carved out and payable from oil and gas produced from the lands described in the oil and gas leases in said Exhibit.

Said overriding royalties shall be measured at the time and in the manner prescribed in the reservation of overriding royalty by Assignor herein.

Assignor does likewise convey unto Assignee, all rights of reassignment as specified in assignments of said oil and gas leases to the end that if the owner of said lease ever desired to surrender or allow any of said leases to terminate, Assignee herein shall be entitled to the rights of reassignment specified in assignments as reflected in the chain of title in favor of Assignor.

Assignor covenants that it has not sold or otherwise encumbered said overriding royalty and otherwise no warranty is given, expressed or implied.

This overriding royalty covers interest in land situated in various counties and states and a full copy of said overriding royalty conveyance as to the lands within the applicable state shall be filed in the office of the County Clerk of _____ in the case of Colorado, in the office of the County Clerk of SUBLETTE in the case of Wyoming, in the office of the County Clerk of _____ in the case of Montana, in the office of the County Clerk of _____ in the case of North Dakota, in the office of the County Clerk of

183880

RECORDED March 23 19 81 8:00 A M.
IN BOOK 61 O&G PAGE 98
FEES $16.00 Lucy Yeh COUNTY CLERK
SUBLETTE WYOMING

Deputy

98

_____ in the case of South Dakota, in the office of the County Clerk of _____ in the case of Utah, and in the office of the County Clerk of _____ in the case of New Mexico. A full copy of said assignments shall be filed with the Bureau of Land Management in each of said states. All of said assignments shall be deemed counterparts and originals.

EXECUTED in multiple counterparts this 5th day of January, 1981.

JAMES M. BLAKEMORE TRUST

By: Edwin H. Magruder, Jr.
Trustee

THE STATE OF TEXAS

COUNTY OF MIDLAND

The forgoing instrument was acknowledged before me this 5th day of January, 1981, by Edwin H. Magruder Jr. Trustee in the capacity therein stated.

Witness my hand and official seal.

(SEAL)
My Commission Expires:
May 1, 1984

Carroll E. Addy
Notary Public, Midland County, Texas

CARROLL E. ADDY-Notary Public
In and for the State of Texas
My Commission Expires May 1, 1984

THE STATE OF TEXAS
COUNTY OF MIDLAND

On this _____ day of _____, 1981, Before me a Notary Public, personally appeared _____, know to me to be the person who is described in and whose name is subscribed to the within instrument and duly asknowledged to me that he executed the same in the capacity therein stated.

(SEAL)
My Commission Expires:

_____
Notary Public, Midland County, Texas

EXHIBIT "A"

WYOMING

LEASE SERIAL NUMBER	EFFECTIVE DATE OF LEASE	LESSOR	LESSEE	OVERRIDING ROYALTY ASSIGNED	COUNTY	LAND DESCRIPTION
W-60088	10/1/77	U.S.A.	James M. Blakemore Trust	5%	Sublette	T-27-N, R-104-W, 6th P.M. Sec. 25: S/2 Sec. 26: S/2 Sec. 27: ALL Sec. 28: ALL Sec. 34: N/2 Sec. 35: S/2 N/2, S/2 S/2
[redacted]-62779	5/1/78	U.S.A.	James M. Blakemore Trust	5%	Sublette	T-29-N, R-103-W, 6th P.M. Sec. 32: E/2 T-28-N, R-104-W, 6th P.M. Sec. 3: SE/4 (Less 3.09 acres in SW/4 SE/4 in Reservoir R/W E 02636) Sec. 10: NE/4
W-62778	5/1/78	U.S.A.	James M. Blakemore Trust	5%	Sublette	T-29-N, R-103-W, 6th P.M. Sec. 31: E/2 T-29-N, R-104-W, 6th P.M. Sec. 35: E/2
W-59375	7/1/77	U.S.A.	James M. Blakemore Trust	5%	Sublette	T-30-N, R-105-W, 6th P.M. Sec. 1: S/2 N/2, SW/4 Sec. 2: S/2 N/2 Sec. 3: S/2 NE/4 Sec. 8: S/2 NE/4

EXHIBIT "A"

WYOMING

LEASE SERIAL NUMBER	EFFECTIVE DATE OF LEASE	LESSOR	LESSEE	OVERRIDING ROYALTY ASSIGNED	COUNTY	LAND DESCRIPTION
W-59376	7/1/77	U.S.A.	James M. Blakemore Trust	5%	Sublette	T-30-N, R-105-W, 6th P.M. Sec. 3: Lots 3, 4, SE/4 NW/4, E/2 SW/4 Sec. 4: Lots 1, 2, 3, 4, SW/4 NE/4, SE/4 NW/4 Sec. 5: Lots 3, 4, S/2 NW/4, NW/4 SW/4 Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2 NE/4, SE/4 NW/4 Sec. 7: Lots 1, 2, SE/4 Sec. 17: W/2 NW/4, NW/4 SW/4 T-30-N, R-106-W, 6th P.M. Sec. 1: Lots 1, 2, 3, 4, S/2 N/2
W-61020	11/1/77	U.S.A.	James M. Blakemore Trust	5%	Sublette	T-30-N, R-106-W, 6th P.M. Sec. 14: W/2 Sec. 15: E/2 Sec. 34: N/2 Sec. 35: N/2
W-66549	3/1/79	U.S.A.	James M. Blakemore Trust	5%	Sublette	T-31-N, R-105-W, 6th P.M. Sec. 5: N/2 SW/4 Sec. 6: S/2 NE/4, SE/4 NE/4, E/2 SW/4, SE/4 Sec. 7: N/2 NE/4, NE/4 NW/4 Sec. 18: E/2 SE/4

44-00-030

Producers 88 Spec. — 17
Wyoming

OIL AND GAS LEASE

KOTZELL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 8th day of March, 1981 by and between
Kenneth Perry Jr., a married man dealing on his sole and separate property
P.O. Box 9372
Aspen, Colorado 81612
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 13: $S\frac{1}{2}SW\frac{1}{4}$
Section 14: $SE\frac{1}{4}$
Section 23: $E\frac{1}{2}$
Section 24: $SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$
Township 32 North, Range 107 West, 6th P.M.
Section 19: Lot 1 (36.00), Lot 2 (36.00)

of Section ---- Township ---- Range ---- and containing 1112.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XXX~~ 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 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 ~~XXXXXXXXXXXXXX~~ /amount equal to the delay rentals 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 Aspen, Colorado 81612, 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-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 ~~XXX~~ 500 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 ~~XXXXXXXXX~~ 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.

~~Lessee may [illegible] 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 [illegible] a plan [illegible] operation of a well under the terms of this lease as to all of the land covered by the [illegible]~~

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:

183932

Kenneth Perry Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

March 26 1981 9:10 A.M.
61 O+G 102
6.30 [illegible]

102

STATE OF COLORADO
COUNTY OF [illegible]

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 March 10, 1981 personally appeared Kenneth Perry Jr., a married man dealing on his sole and separate property

and

to 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 5-11-84

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 , 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 of the records of this office.

Fees

County Clerk

By Deputy

When recorded, return to

ABSTRACT & TITLE CO. OF CROOK COUNTY, WYOMING

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 Grace A. McIntosh, a widow; Mary Lu Matylinski, a married person dealing with her sole and separate property; Carrol D. McIntosh, a married person dealing with his sole and separate property; 1357 W. Indian Ave., Redmond, Oregon 97756 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 4: $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$
Section 9: $E\frac{1}{2}W\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, less $W\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ and $W\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ and that part of the $SE\frac{1}{4}SW\frac{1}{4}$ of Section 9 lying and being situated South and West of Highway right-of-way 187, containing 3 acres m/l, conveyed by Warranty Deed dated October 28, 1960, filed for record in Book 10 of Deeds, Page 387 of Sublette County, Wyoming
Section 10: $SW\frac{1}{4}NW\frac{1}{4}$, W-1/3 of $SE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, W-1/3 of $E\frac{1}{2}SW\frac{1}{4}$

of ~~Section~~ ~~Township~~ ~~Range~~ five (5) and containing 657.00 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 Western Bank at Redmond, Oregon 97756, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Six Hundred Fifty-Seven 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:

183933

March 26 1981 9:30 A.M.
61 O & G
6 25 Recd Fee
by Dorothy McClure

Grace A. McIntosh (SEAL)
Grace A. McIntosh
Mary Lu Matylinski (SEAL)
Mary Lu Matylinski
Carrol D. McIntosh (SEAL)
Carrol D. McIntosh (SEAL)
(SEAL)
(SEAL)

104

105

STATE OF OREGON
COUNTY OF DESCHUTES

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 March 2, 1981, personally appeared Grace A. McIntosh, 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 3-31-83

Notary Public

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,
County of Deschutes } ss.

BE IT REMEMBERED, That on this 16th day of February, 19 81, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Mary Lu Matylinski, a married person dealing with her sole and separate property

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

Notary Public for Oregon.
My Commission expires 11/29/84

ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

BEFORE ME, the undersigned, a Notary Public on this 2nd day of March, 1981, personally appeared Carrol D. McIntosh, a married person dealing in his sole and separate property, to 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 5-31-83

Notary Public

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the
day of 19
o'clock M., and duly rec
Volume Page
of the records of this office
County
By D
When recorded return to

KINNEY 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 17th day of February, 1981 by and between Irvin L. Lozier and Laura F. Lozier, husband and wife;
P.O. Box 23
Cora, Wyoming 82925
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 35 North, Range 109 West of 6th P.M.
Section 8: S½NW¼, N½SW¼, W½E½

183934
March 26 1981 9:30 AM
6 1 D & L
6.00 Lois Glick
by Dorothy M. Lee

of Section XXX Township XXX Range five XXX and containing 320.00 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 ~~XXXXXXXX~~ Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank at Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three 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 1000 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 ~~XXXXXXXXXXXX~~ 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 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:

Irvin L. Lozier (SEAL)

(SEAL)

Laura F. Lozier (SEAL)

(SEAL)

(SEAL)

(SEAL)

106

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of February 28, 1981, personally appeared Irvin L. Lozier and Laura F. 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 _____

_____
Notary Public.

Residing at Pinedale, Wyoming

NOTARY PUBLIC SUBLETTE COUNTY WYO.

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

Producers 88 Spec. - 1
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 26th day of February, 1981 by and between

Harold Reach and Leda I. Reach, husband and wife;

of 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:

Township 33 North, Range 109 West of 6th P.M.
Section 1: E½SE¼

of Section XXX Township XXX Range XXX and containing 80.00 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 Rock Springs National 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 Eighty 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 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 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, by and 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 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 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:

183935

RECORDED March 26 1981 9:12A M
IN BOOK 61 Q & S PAGE 108
6.00 Lois J. Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKinney

Harold Reach (SEAL)
Harold Reach

Leda I. Reach (SEAL)
Leda I. Reach

(SEAL)

(SEAL)

(SEAL)

108

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned a Notary Public, in and for said County and State on this day of February 27, 1981 personally appeared Harold Reach and Leda I. Reach, 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.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires 4/22/82
My commission expires April 22,1982

Donna E Sievers
Notary Public.

Residing at Pinedale, 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
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.
By
County Clerk
Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

RIGHT [redacted] AND EASEMENT [redacted]

STATE OF

COUNTY OF

183936

61 Dec 4
4:00 Land Yale

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~~ 30 feet in width (50 ft. during original construction). Road permitted during construction.

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. throughout such period as the pipeline is in commercial use.

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.
NE¼NW¼;	17	27 North	112 West,	6th P.M.
NW¼NE¼;	17	27 North	112 West,	6th P.M.

Grantor reserves the right to construct and maintain roads (unpaved), ditches, pipelines and fences on or across the right of way granted above; and similar right to install other facilities upon notice to Grantee.

Grantor reserves the right to drill on the right of way granted above, and to erect and use conventional drilling facilities in connection therewith. Grantor agrees to give Grantee 30 days notice prior to such drilling, and to grant alternate right of way if so requested by Grantee.

Grantee shall not have the right to erect fences along the right of way nor to permanently alter or remove fences without written consent of Grantor.

Grantee's rights are subservient to rights previously granted to others.

WITNESS THE EXECUTION HEREOF THE 13th DAY OF March 1981, A.D.

by PUBLIC

Witness to Signature(s)

Beneficial Oil Co.

By: Allen R. Scurlock
Secretary

Project Name: Big Piney G.S. Belco-GRBU 73-17

W/O 17389 Dwg. No. Topo

R/W 80166 Cont. No. 1

REGISTER NO. 57685

110

KF 8-32598-02

111

Canc. 9-80

BLANKET RELEASE OF OIL AND GAS LEASES

Sublette County, State of Wyoming

GULF OIL CORPORATION, acting through **GULF OIL EXPLORATION AND PRODUCTION CO.,** a division of GULF OIL CORPORATION, Three Twenty Four Bldg., Oklahoma City, Oklahoma 73102, does hereby release, relinquish, and surrender the oil and gas mining leases located in the above named County and State, and described in the Schedule of Leases hereto annexed and made a part hereof insofar as they cover the land described in said Schedule of Leases.

DATED this 13th day of January, 19 81

183942

GULF OIL CORPORATION

By J. E. Hooks

Attorney in Fact

March 26 1981 11:00 A.M.
61 Deed PAGE 111
10.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Edwards

ACKNOWLEDGMENT — ATTORNEY IN FACT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 10th day of March, 1981, by J. E. Hooks, Attorney-in-Fact for Gulf Oil Corporation.

Witness my hand and official seal.

J. H. PARKE - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 10, 1983

My Commission Expires 12/10/83

Notary Public

SS.
COUNTY OF OKLAHOMA

New Mexico, Utah, Wyoming

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

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

Notary Public

My commission expires_____

ACKNOWLEDGMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA
SS.
COUNTY OF OKLAHOMA

Arkansas

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged himself to be the Attorney in Fact of GULF OIL CORPORATION, a corporation, and that he, as such Attorney in Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Attorney in Fact.

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

Notary Public

My commission expires_____

Sublette County, State of Wyoming

	Description
Lease No. 8-32598-02 Date September 5, 1974 Lessor Robert J. Travelute, et ux, etal Lessee Gulf Oil Corporation Recorded - Book 51 Page 271	Sec. 1: N/2 SW/4, SE/4 SW/4, SE/4 Sec. 2: SE/4 and E/2 SW/4 Sec. 3: S/2 SE/4 Sec. 8: SE/4 NE/4 and SE/4 Sec. 9: E/2, SW/4 and S/2 NW/4 Sec. 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW SW/4, S/2 SW/4 & SW/4 SE/4 Sec. 11: S/2 NW/4, NW/4 NW/4 Sec. 12: NE/4, E/2 NW/4 and NE/4 SE/4 Sec. 15: N/2 NW/4 Township 35 North, Range 113 West, 6th PM
~~Lease No.~~ ~~Date~~ ~~Lessor~~ ~~Lessee~~ ~~Recorded - Book Page~~	
Lease No. 8-32598-03 Date September 5, 1974 Lessor Harry Paul Smith, Guardian Lessee Gulf Oil Corporation Recorded - Book 51 Page 555	Sec. 1: N/2 SW/4, SE/4 SW/4 & SE/4 Sec. 2: SE/4 and E/2 SW/4 Sec. 3: S/2 SE/4 Sec. 8: SE/4 NE/4 and SE/4 Sec. 9: E/2, SW/4 and S/2 NW/4 Sec. 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4 and SW/4 SE/4 Sec. 11: S/2 NW/4 and NW/4 NW/4 Sec. 12: NE/4, E/2 NW/4 and NE/4 SE/4 Sec. 15: N/2 NW/4 Township 35 North, Range 113 West, 6th PM
~~Lease No.~~ ~~Date~~ ~~Lessor~~ ~~Lessee~~ ~~Recorded - Book Page~~	
~~Lease No.~~ Date Lessor Lessee Recorded - Book Page	
Lease No. Date Lessor Lessee Recorded - Book Page	
Lease No. Date Lessor Lessee Recorded - Book Page	
Lease No. Date Lessor Lessee ~~Recorded - Book Page~~	

Return To
Gulf Oil Exploration and Production Co.
Three Twenty Four Building
Oklahoma City, OK 73102

ORIGINAL 113 L-900

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 23 day of March , 19 81

by and between LAWRENCE C. HARRIS and MARION V. HARRIS, his wife

herein referred to as assignor, (whether one or more) and Y.M.C.A. FOUNDATION OF ROSWELL, P. O. Box 896, Roswell, New Mexico 88201

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

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to Five Percent (5%) of 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 30 NORTH, RANGE 114 WEST, 6TH PM

Section 21: $W\frac{1}{2}NE\frac{1}{4}, W\frac{1}{2}, SE\frac{1}{4}$
Section 22: $S\frac{1}{2}$
Section 27: $N\frac{1}{2}N\frac{1}{2}$

Containing 1040.00 acres, more or less

under the terms of that certain oil and gas lease dated March 1, 1972 made and entered into by and between the United States of America as lessor, and Lawrence C. Harris as lessee, bearing No. W-33561 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.

183961

RECORDED March 23 1981 8:30 A.M.
IN BOOK 6-L 2nd PAGE 113
FEES 4.00 Larry York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Williams

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 in duplicate on the day and year first hereinabove written.

LAWRENCE C. HARRIS

Marion V. Harris
MARION V. HARRIS, Spouse

STATE OF NEW MEXICO
County of CHAVES } ss.

On this 23 day of March , 19 81 , before me personally appeared LAWRENCE C. HARRIS and MARION V. HARRIS, his wife to me known to be the personS described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires November 14, 1983

OFFICIAL SEAL
Signature Kathy A. Hall
KATHY A. HALL
NOTARY PUBLIC - NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
Commission Expires 11-14-83
Notary Public

STATE OF
County of } ss.

I hereby certify that this instrument was filed for record on the day of A. D., 19 at o'clock; m., and duly recorded in Book Page of the records of said County.

County Clerk

By , Deputy

Rec. No. Fees, $

Return to LAWRENCE C. HARRIS
P. O. BOX 1714
ROSWELL, NEW MEXICO 88201

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W–20136

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.

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)*

183962

Township 38 North, Range 114 West, 6th P.M.
Section 3: S½SE¼
Section 10: SE¼
Section 15: E½
Section 22: NE¼
720 acres, more or less
Sublette County, Wyoming

RECORDED March 30 1981 8:00 AM
IN BOOK 61 Misc PAGE 114
FEES 6.00 Kay York COUNTY CLERK
SUBLETTE COUNTY CLERK by C. White

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.)*

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

3% 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 **12th** day of **February**, 19 **73**

Robert J. Connaghan
(Assignor's Signature)
Robert J. Connaghan

P.O. Box 566
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1973

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 26 1973
(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

114

115

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19

(Assignee's Signature)

(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

STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

On this 17th day of March, 1981, before me, the undersigned, a Notary Public, personally appeared Robert J. Connaghan, known to to be the identical person described in and who executed the within and foregoin instrument, and acknowledged to me that he executed the same as his fre and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My Commission Expires:

July 15, 1984

ANDREE D. AYOTTE - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires July 15, 1984

Notary Public

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

...holder, a separate
showing of his citizenship and holdings *must* be furnished

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

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

[redacted]nment Printing Office
[redacted]0-681/118 Region

Form K86

WAIVER PRIORITY

FROM KINTZEL BLUE PRINT CO.

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, on August 13, 19 80, Richard D. Wilson and Nan C. Wilson and Lester W. Anderson and Grace B. Anderson

executed a certain mortgage in the amount of $ 100,000.00, to First National Bank of Riverton covering

183963

SEE LAND DESCRIPTION ATTACHED

RECORDED March 30 19 81 at 2:45
IN BOOK 33 PAGE 116
FEES $5.00 SUBLETTE COUNTY CLERK

of Section -----, Township ---- Range ---- County, Sublette

which said mortgage is recorded in Book 33, Page 100 of the records of said County, and

WHEREAS, on February 12, 19 81

Richard D. Wilson and Nan C. Wilson, husband and wife; Lester W. Anderson and Grace B. Anderson, husband and wife, P. O. Box 88 Pinedale, Wyoming 82941

executed an oil and gas lease to Thomas F. Stroock covering

Township 34 North, Range 109 West of 6th P.M.
Section 32: NW¼NE¼, NE¼NW¼, S½NW¼
Containing 160.00 acres, m/l
Sublette County, Wyoming

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said First National Bank of Riverton

the owner and holder of said mortgage doES hereby waive the priority of said mortgage over the said oil and gas lease above described, so as to make said oil and gas lease prior and superior to said mortgage the same as if it had been executed and recorded prior to the date of execution of said mortgage.

Dated this 26th day of March 19 81

FIRST NATIONAL BANK OF RIVERTON

Attest,
Tom Poletti,
Sr. Vice President

By
Harmon H. Watt, President

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING, }
County of FREMONT } ss.

On this 26th day of March, 19 81, before me appeared Harmon H. Watt & Tom Poletti to me personally known, who, being by me duly sworn, did say that they are the Pres. & Sr. Vice Pres. of First National Bank of Riverton 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 Harmon H. Watt & Tom Poletti acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 26th day of March, A. D. 19 81

Nancy Riggs
Notary Public.

County of Fremont State of Wyoming

My commission expires on the 28th day of September, A. D. 19 82

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

On this ---- day of ----, 194 ----, before me personally appeared ----, ----,

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

Given under my hand and seal this ---- day of ----, 194 ----.

My Commission Expires:

Notary Public

RIDER

TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

SECTION 32: NW¼NE¼, E½NW¼, SW¼NW¼, EXCEPTING a tract of land described as follows:
That part of the NW¼NE¼ Section 32, T.34N., R.109W., 6th P.M., Sublette County, Wyoming: Beginning at the point for the interesection of the east right of way line of the Ehman Lane County Road No. 23-144 and the north line of said Section 32, S.89°51'E., 70.6 feet from the North one-quarter corner of said Section 32; thence S.01°04'E., the base bearing for this survey, 256.8 feet along the said right-of-way line to a point; thence S.89°51'E., 769.95 feet to a point; thence N.36°04'W., 318.15 feet to a point on the north line of said Section 32; thence N.89°51'W., 587.4 feet along the said north line to the point of beginning.

4/ AC

Form 3110-3
Eleventh Edition
(March 1977)
(formerly 3120-3)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

No. 42 R0580

Office

Serial No. W-69245

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)

AUG 29 10 01 AM 1980

2. Land requested: State Wyoming County Sublette T. 31N : R. 105W : 6th P. Meridian

Section 9: NE¼, N½NW¼, SE¼NW¼
Section 14: ALL
Section 15: ALL

183965

Recorded March 30 1981 1:30 P M
In Book 61 Misc Page 118
Fees $20.00 Lou J Yahn
County Clerk
Sublette Wyoming
By Dorothy McClure

Total Area 1,560.00 Acres

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

T 31 N, R 105 W, 6th Prin Mer

Sec. 14: All

Sec. 15: All

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 11 1981

(Offeror does not fill in this block) Total Area 1280.00 Acres Rental retained $ 1280.00

4. Amount remitted: Filing fee $10, Rental $ 1,560.00, Total $ 1,570.00

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

Power of Attorney in File W-56943 and still in full force and effect.
(Lessee signature)

MONSANTO COMPANY
(Lessee signature)
Robert H. Love
(Attorney-in-fact)

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

THE UNITED STATES OF AMERICA

By Alma M. Pace
(Signing officer)

Effective date of lease APR 1 1981

Chief, Oil & Gas Section
(Title)

MAR 17 1981
(Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS.

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

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 3123.1(a)

For Claimant

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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 such 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 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 of this lease, or at any other time prior thereto when required to the extent deemed necessary by the lessor to fill any gully or other excavations, remove or cover all debris and so far as reasonably possible, restore the surface of the leased land 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 had with respect to the leased lands and improvements thereon whether owned by the United States. When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the 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 under authority of the Government, its lessees or permittees, and for other public purposes.

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

(c) *Monopoly and fair prices.* Full power and authority to prevent monopoly 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 where 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 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 reserved or vested 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 take royalties in amount or in value of production.

(f) *Coning.*—All rights pursuant to section 40 of the Act to purchase or condemn 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 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 the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the Act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, 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 3126-4, 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 in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that [redacted] to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the 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. Total 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 3.22.2.

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 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, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association, including a partnership, the statement must be accompanied by [redacted] showing as to membership and holdings of [redacted] the same, showing as to membership and holdings of [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 corporation is owned or controlled by or on behalf of any one stockholder a similar showing of his citizenship and holdings must be furnished. Where any such material has been previously filed, a reference by serial number to the record in which it has been filed, together with a statement of any amendments, 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 made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 3101.3 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 3105.1 Lands potentially irrigable or within the flow limits of a reservoir site, lands within the drainage area of a constructed reservoir; 3500.1 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 (e).—If there are settlers attach a sheet giving the name and post office address of each and description of the lands claimed by metes and bounds or protracted survey and approximate area of each claim.

Item 6. Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and by the offeror, setting forth the nature and extent of the interest of each thereof, and a copy of the agreement between them if oral, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must file evidence of their qualifications to hold such lease interests.

[redacted] according to 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*)

Forest Supervisor
Bridger-Teton National Forest
Forest Service Building
Jackson, WY 83001

Address (*include zip code*)

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109-5 (August 1973)

GPO 849•258

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Form 3109–3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W 69245

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] privileges authorized by this l[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 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.

RECEIVED
BLM
80 FEB 15 A 10 03
DEPT OF THE INTERIOR

February 14, 1980

Robert H. Love
(Signature of Lessee)
Attorney - in - Fact

GPO 850-292

POWER OF ATTOR[redacted] IN FILE W56943
STILL IN EFFECT

Forest Service Supplment
to Form 3109-3

W 69245

SURFACE OCCUPANCY STIPULATION

1980 FEB 15 A 10 00

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.

February 14, 1980
DATE

SIGNATURE

Robert H. Love
Attorney - in - Fact
POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

W 69245

DEPARTMENT OF THE INTERIOR

1980 FEB 15 A 10:00.5

SPECIAL WILDLIFE HABITAT STIPULATION

This lease area contains critical habitat for certain wildlife species. Of paramount concern on this lease area are: elk winter range

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.

February 14, 1980
DATE

SIGNATURE
Robert M. Love
Attorney - in - Fact

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

W-69245

UNSTABLE SOILS SPECIAL STIPULATION

1980 FEB 15 AM 09.5

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.

February 14, 1980
DATE

SIGNATURE

Robert H. Love
Attorney - in - Fact

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

W 69245

1980 FEB 15 A 10:00.5

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.

February 14, 1980
DATE

SIGNATURE
Robert H. Love
Attorney - in - Fact

POWER OF ATTORNEY IN FILE W56943
STILL IN EFFECT

127

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 6984

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
3555 N.W. 58th Street
Address *(include zip code)* 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 109 West, 6th Prin Mer
Section 4: Lots 1, 2, 3, 4, S½S½
345.40 ac.

Sublette County, Wyoming.

183966

RECORDED March 30 1981 1:30 P.M.
IN BOOK 61 Misc
PAGE 127
FEES $6.00 Lois J. Yahn
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M. Kline

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.

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 17th. day of September , 19 80 .

Lyman E. Corey
(Assignor's Signature)

Lyman E. Corey
3105 S. Fraser
Denver, Colorado 80232
(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 effective NOV 1 1980

By Alma M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 24 1981
(Date)

005923

[redacted] 1302-1 [redacted] Claima

[redacted] [redacted] [redacted]

RT 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

STATE OF Colorado)
: ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me by _____

On the 17 day of Sept, 1980.

WITNESS my hand and official seal.

My Commission Expires: 9-11-83

Rose Mary Gilbert
Notary Public

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee *must*

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.

GPO 857-257

128

129

Producers 88 Spec. — U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT, Made and entered into this 1st day of March, 81 by and between
James M. Gamble, a single man, and Mathilde Gamble, a single woman;
210 East Madison
Riverton, Wyoming 82501
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:

Township 33 North, Range 109 West of 6th P.M.
Section 1: E½SE¼

183989

FILED for record April 3 1981 2:00 p.m.
in BOOK 61 Misc RECORDS PAGE 129
SUBLETTE COUNTY, WYOMING
by Dorothy M. Estes

of Section XXX Township XXX Range five XXX and containing 80.00 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 while 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 Wyoming Bank Bank at Rawlins, Wyoming 82301, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eighty 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 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 [redacted] 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 of said estate, 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 which shall bind 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 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 above county, to 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 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:

James M. Gamble
James M. Gamble

Mathilde Gamble
Mathilde Gamble

STATE OF Wyoming
COUNTY OF [redacted]

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11 day of March, 19 81, personally appeared James M. Gamble, a single man

and

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

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

My Commission Expires May 12 1983

Notary Public.

Residing at Kaycee, Wyo.

STATE OF Wyoming
COUNTY OF [redacted] 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 11 day of March, 19 81, personally appeared Mathilde Gamble, 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 [illegible]

Notary Public.

Residing at [illegible]

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

131

RIGHT [redacted] 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 30feet in width. 60-75 feet during construction.

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, [redacted] 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.

K.F. [redacted]

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	26	32 North	114 West	
N½SE¼	27	32 North	114 West	
NW¼SE¼	22	32 North	114 West	
NE¼SW¼	22	32 North	114 West	
SE¼NW¼	22	32 North	114 West	

183990

RECORDED April 3 1981 8:00A M
IN BOOK 61 Or T PAGE 131
FEE $6.00 Lois J Yahn COUNTY CLERK
by Dorothy McClure

REGISTER NO. 61894

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

by Glenn Bartschi
Witness to Signature(s)

Fean Brandon, Inc.
Kenneth Fean

Project Name: Big Piney G.S.
Trunk N Ext #1
W/O [redacted] Dwg. No. [redacted] Topo [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH , 1981 , before me appea

KENNETH FEAR to me personally known, who being by me sworn

did say that he is the President of FEAR RANCHES ,

and that the seal affixed to said instrument is the corporate seal of

said corporation and that said instrument was signed and sealed on beha

of said corporation by authority of its board of directors, and said-

KENNETH FEAR acknowledged said instrument to be the free act and

deed of said corporation.

My Commission expires:
JANUARY 10, 1983

Kathleen A. Kring
Notary Public in and for

County, State of
SUBLETTE WYOMING

KATHLEEN A. KRING
NOTARY
PUBLIC

REGISTER NO. [illegible]

[redacted]

133

RIGHT OF WAY 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 30 feet in width. 60-75 feet during construction.

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 [redacted] 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.

[redacted]

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.
SE¼SW¼	29	31 North	113 West	
NW¼SW¼	29	31 North	113 West	
SW¼NW¼	29	31 North	113 West	

183991

RECORDED April 3 1981 8:00 A M
IN BOOK 61 Misc PAGE 133
FEES $6.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLean

REGISTER NO. 61690

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 19 81 , A.D.

by Glenn Bartelli
Witness to Signature(s)

Alsade LTD Ken Shea

Project Name: Big Piney G.S. Trunk N Ext #1
W/O 18104 Dwg. No. Topo
R/W [redacted] Grant No. 2
[redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH , 19 81 , before me appeared KENNETH GUIO to me personally known, who being by me sworn did say that he is the President of ALSADE LTD , and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on beh of said corporation by authority of it board of directors, and said KENNETH GUIO acknowledged said instrument to be the free act and deed of said corportion.

My Commission Expires:
JANUARY 10, 1983

Kathleen A. Kenny
Notary Public in and for
County, State of
SUBLETTE WYOMING

KATHLEEN A. K... NOTARY PUBLIC ... COUNTY

REGISTER NO. [illegible]

[redacted]

135

RIGHT OF WAY AND EASEME!

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-way30 feet in width. 60-75 feet during construction.

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 r[redacted] 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.

[redacted]

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.
W½NW¼	8	32 North	114 West	6th P.M.

183992

RECORDED April 3 1981 8:00 A M
IN BOOK 61 Misc PAGE 135
FEE $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

[redacted] NO. [redacted]

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

Mickelson Land Co.

by Glenn Bartschi
Witness to Signature(s)

By: J. J. Mickelson Pres

Project Name: Big Piney G.S.
Belco-Ote Creek #3-8

W/O 16877 Dwg. No. Topo

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

[redacted] [redacted] [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH , 19 81 , before me appeared

JAMES F. MICKELSON to me personally known, who being by me duly sworn,

did say that he is the President of MICKELSON LAND CO. ,

and that the seal affixed to said instrument is the corporate seal of said corporati

and that said instrument was signed and sealed on behalf of said corporation

by authority of its board of directors, and said JAMES F. MICKELSON

acknowledged said instrument to be the free act and deed of said corporation.

Rachel M. Lewis
Notary Public in and for County,
State of WYOMING SUBLETTE

My Commission expires:
JANUARY 10, 1983

NOTARY PUBLIC

[illegible]
REGISTER NO.

[redacted]

137

RIGHT OF WAY AND EASEMEN

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 30 feet in width. 60-75 feet during construction.

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 [redacted] 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.

[redacted]

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN Sublette COUNTY, STATE OF Wyoming

Subdivision	Section	Township	Range	B. & M.
SW¼SE¼	8	32 North	114 West	6th P.M.

183993

RECORDED April 3 1981 8:00 A M
IN BOOK 61 Oil & G PAGE 137
FEES $ 6.00 Lavina J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurie

REGISTER NO. [redacted]

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

by G. Glenn Bartschi
Witness to Signature(s)

Mickelson Land Co.
J. F. Mickelson Pres.
By:

Project Name: Big Piney G.S.
Belco-Ote Creek #4-8

W/O 20173 Dwg. No. Topo

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

[redacted] [redacted] [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH ,19 81 , before me appeared JAMES F. MICKELSON to me personally known, who being by me duly sworn, did say that he is the President of MICKELSON LAND CO , and that the seal affixed to said instrument is the corporation seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of tis board of directors, and said JAMES F. MICKELSON acknowledged said instrument to be the free act and deed of said corporation.

Kathleen A. Kenny
Notary Public in and for
County, State of
SUBLETTE WYOMING

My Commission expires:
JANUARY 10, 1983

NOTARY PUBLIC

RECORDER'S NO. [redacted]

[redacted]

[redacted]

139

RIGHT OF WAY AND EASEME'

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-way30 feet in width. 60--75 feet during construction.

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 [redacted] 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.

[redacted]

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.
SE¼SW¼	34	33 North	114 West	6th P.M.

183994

RECORDED April 3 1981 8:00 A.M.
IN BOOK 61 D & T PAGE 139
FEES $6.00 Lou J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

REGISTER NO. [redacted]

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 19 81, A.D.

by Glenn Bartlett
Witness to Signature(s)

Mickelson Land Co.
J. F. Mickelson Pres.
By:

Project Name: Big Piney G.S. Belco-Ote Creek #5-34
W/O 20174 Dwg. No. Topo
R/W [redacted] Grant No. [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH ,1981 ,before me appeared JAMES F. MICKELSON to me personally known, who being by me duly sworn, did say that he is the President of MICKELSON LAND CO. , and that the seal affixed to said instrument is the corporateseal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said JAMES F. MICKELSON acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:
JANUARY 10, 1983

Kathleen A. Lenz
Notary Public in and for
County, State of
SUBLETTE WYOMING

[redacted]

[redacted]

1110

141

RIGHT OF WAY AND EASEME[illegible]

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-way30 feet in width. 60-75 feet during construction.

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 [redacted] e. 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.

[redacted]

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.
SE¼SE¼	33	33 North	114 West	6th P.M.
SW¼SW¼	34	33 North	114 West	6th P.M.

183995

RECORDED April 3 1981 8:00 A M
IN BOOK 64 R-S PAGE 141
FEES $6.00 Lou Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellis

FILE NO. [illegible]

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 19 81, A.D.

by Glenn Bartuska
Witness to Signature(s)

Mickelson Land Co.

By: L. F. Mickelson Pres.

Project Name: Big Piney G.S.
Belco-Ote Creek #2-34

W/O 16919 Dwg. No. Topo

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

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH ,19 81 , before me appeared JAMES F. MICKELSON to me personally known, who being by me duly sworn, did say that he is the President of MICKELSON LAND CO. , and that the seal affixed to said instrument is the corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said JAMES F. MICKELSON acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:
JANUARY 10, 1983

Notary Public in and for
County, State of
SUBLETTE WYOMING

[redacted]

143

RIGHT OF WAY 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-way30 feet in width. 60-75 feet during construction.

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 [redacted]. 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.

[redacted]

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.
S½SE¼	34	33 North	114 West	6th P.M.
S½SW¼	34	33 North	114 West	6th P.M.

183996

RECORDED April 3 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 143
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D W McInnis

REGISTER NO. [redacted]

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

by Glenn Bartuski
Witness to Signature(s)

Mickelson Land Co.
J.Z. Mickelson Pres.
By:

Project Name: Big Piney G.S.
Belco-Ote Creek #6-34
W/O 20175 Dwg. No. Topo
R/W [redacted] Grant No. [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH ,19 81 , before me appeared JAMES F. MICKELSON to me personally known, who being by me duly sworn did say that he is the President of MICKELSON LAND CO , and that the seal affixed to said instrument is the corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said JAMES F. MICKELSON acknowledged said isntrument to be the free act and deed of said corporation.

My Commission expires:
JANUARY 10, 1983

Notary Public in and for
County, State of
SUBLETTE WYOMING

NOTARY PUBLIC

RECORDED

145

RIGHT OF WAY AND EASEMENT

April 3 1981 8:00
6 Ord
Land Yak
145

STATE OF

183997

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 30 feet in width. 60 - 75 feet during construction.

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 the pipeline with other 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 Grantee the right to construct, maintain, operate, alter, repair, inspect, protect, remove and replace a pipeline for the transportation of natural gas, oil, petroleum products, water and other substances, and appurtenances thereto, and in the event Grantee exercises this right, Grantee shall pay Grantor the consideration stated herein for the initial construction, 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 herein granted to Grantee with respect to the facilities initially constructed hereunder.

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.
E½SW¼	15	32 North	114 West	
S½NW¼	15	32 North	114 West	
NE¼NE¼	17	32 North	114 West	
S½SE¼	8	32 North	114 West	
E½SW¼	8	32 North	114 West	
E½NW¼	8	32 North	114 West	
NW¼NW¼	8	32 North	114 West	
E½SE¼	33	33 North	114 West	
S½NE¼	33	33 North	114 West	
NW¼NE¼	33	33 North	114 West	
SW¼SE¼	28	33 North	114 West	
E½SW¼	28	33 North	114 West	
S½NW¼	28	33 North	114 West	

REGISTER NO. 29695

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

by Glenn Bartschi
Witness to Signature(s)

J. F. Mickelson Pres.
J. F. Mickelson, President of
Mickelson Land Company

Project Name: Big Piney G.S. Trunk N Ext #1
W/O 18104 Dwg. No. Topo

R/W [redacted] Grant No. [redacted] 8

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH ,19 81 , before me appeared

JAMES F. MICKELSON to me personally known, who being by me duly sworn did say that he is the President of MICKELSON LAND CO and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said JAMES F. MICKELSON acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:
JANUARY 10, 1983

Notary Public in and for
County, State of
Sublette Wyoming

NOTARY PUBLIC

REGISTER NO. [illegible]

147

RIGHT OF WAY AND EASEME'

'TATE 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-way30 feet in width. 60-75 feet during construction.

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 [redacted] 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.

[redacted]

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.
S½SW¼	8	32 North	114 West	6th P.M.
NW¼NW¼	17	32 North	114 West	6th P.M.

183998

RECORDED April 3, 1981 8:00 A.M.
IN BOOK 61 Deed PAGE 147
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D McClure

ANNISTER NO. [illegible]

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

by Glenn Bartelli
Witness to Signature(s)

Mickelson Land Co.

By: D. R. Mickelson

Project Name: Big Piney G.S.
Belco-Mickelson Creek Fed #1-17

W/O 20058 Dwg. No. Topo

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

STATE PF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH ,1981 , before me appeared JAMES F. MICKELSON to me personally known, who being by me duly sworn, did say that he is the President of MICKELSON LAND CO , and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said JAMES F. MICKELSON acknowledged said instrument to be the free act and deed of said corporation

Kathleen M. Kenney
Notary Public in and for SUBLETTE County,
State of WYOMING

My Commission expires:
JANUARY 10, 1983

NOTARY PUBLIC
SUBLETTE COUNTY, WYOMING

REGISTER NO. 07705

[redacted]

1418

149

RIGHT OF WAY 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 30 feet in width. 60-75 feet during construction.

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.

[redacted]

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.
NW¼NW¼	29	31 North	113 West	
NE¼SW¼	29	31 North	113 West	

183999

RECORDED April 3 1981 8:00 A M
IN BOOK 61 D x E PAGE 149
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

REGISTER NO. C1699

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

by Glenn Bartushi
Witness to Signature(s)

Project Name: Big Piney G.S. Trunk N Ext #1
W/O 18104 Dwg. No. Topo
R/W [redacted] Grant No. 3 [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH , 19 81 , before me appeared

MAE E. MICKELSON to me personally known, who being by me dully sw

did say that he is the OWNER President of ,

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on beh of said corporation by authority of its board of directors, and said

MAE E. MICKELSON acknowledged said instrument to be the free act and deed of said corporation.

Notary Public in and for

My Commission expires:

JANUARY 10, 1983

County, State of
SUBLETTE WYOMING

NOTARY PUBLIC

REGISTER NO. 61694

[redacted]

151

RIGHT OF WAY 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 30 feet in width. 60--75 feet during construction

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 thereof, at will, either in whole or in part, and the replacement of said pipeline with either like or [redacted] 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.

[redacted]

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.
NE¼SE¼	19	31 North	113 West	
SE¼NE¼	19	31 North	113 West	

184000

RECORDED April 3 1981 8:00 A.M.
IN BOOK 61 Misc. Rec. PAGE 151
FEES $ 6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

REGISTER NO. [redacted]

by Dorothy M. Adkins

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 19 81, A.D.

by Glenn Bartecki
Witness to Signature(s)

Gordon Michelson

Project Name: Big Piney G.S. Trunk N Ext #1
W/O 18104 Dwg. No. Topo
R/W [redacted] Grant No. 5

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH , 19 81 , before me appeared GORDON M. MICKELSON to me personally known, who being by me sworn did say that he is the OWNER President of , and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of corporation by authority of its board of directors, and said GORDON M. MICKELSONacknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:
JANUARY 10, 1983

Notary Public in and for
County, State of
SUBLETTE WYOMING

[redacted]

REGISTER NO. [redacted]

153

RIGHT OF WAY 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 30 feet in width. 60-75 feet during construction.

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 on said right of way additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $ 5.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee to 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.
NE¼NE¼	30	31 North	113 West	
SE¼SE¼	19	31 North	113 West	

184001

RECORDED April 3 1981 8:00 A M
IN BOOK 61 Misc PAGE 153
FEES $ 6.00 Lavil Yack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

REGISTER NO. 04692

WITNESS THE EXECUTION HEREOF THE 24 DAY OF MARCH 1981, A.D.

by Ellen Bartuska
Witness to Signature(s)

Harold Harris

Project Name: Big Piney G.S.
Trunk N Ext #1
W/O 18104 Dwg. No. Topo
R/W [redacted] Appl No. 4 [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH , 1981 , before me appeared MONTE NORRIS to me personally known, who being by me duly swo did say that he is the OWNER President of . and that the seal affixed to said instrument is the corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said MONTE NORRIS acknowledged said instrument to be the free act and deed of said corporation.

Kathleen A. Kinney
Notary Public in and for
County, State of
SUBLETTE WYOMING

My Commission expires:
JANUARY 10, 1983

KATHLEEN A. KINNEY NOTARY PUBLIC

REGISTER NO. [illegible]

155

SUBORDINATION OF MORTGAGE TO OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on February 7, 1966, JOHN E. WARDELL and EDNA MAE SWAIN, Husband and Wife,
executed and delivered to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, hereafter referred to as Mortgagee, a certain mortgage securing a promissory note of even date payable to Mortgagee, in the principal sum of $ 180,000.00 , which mortgage is recorded in Book 19 , Page 599 , of the mortgage records of Sublette County, Kansas , to which reference is hereby made for all purposes; and

WHEREAS, on April 28, 1978, EDNA MAE SWAIN, formerly Edna Mae Wardell, a single woman,
hereinafter called Lessor (whether one or more) executed oil, gas and mineral lease unto HAWTHORN OIL COMPANY, P.O. Box 2693, Casper, WY 82602, Lessee, recorded in Book 56 , Page 341 of the records of said County and State, which lease covers property situated in said County and State, to wit:

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
ALL located in Sublette County, Wyoming, containing 1235.63 acres, more or less.

AND, WHEREAS, the parties to the lease have requested Mortgagee to subordinate its mortgage to said lease, insofar as same covers the above described property, upon conditions hereinafter provided, which it is willing to do;

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt of which is hereby acknowledged, Mortgagee does hereby agree that said mortgage shall be and is hereby made subordinate to said lease, insofar as said mortgage covers the above described property, upon condition, however, that, after the expiration of thirty days from receipt of written demand from Mortgagee, made by Certified Mail, the Lessee or then owner of said lease will pay all rentals and royalty thereafter payable thereunder to Mortgagee at the place designated in such option notice, pursuant to the expressed assignment of such proceeds as now provided in such mortgage, until Mortgagee shall give written notice to discontinue such payments. All rentals and royalties so received by Mortgagee prior to foreclosure of its lien shall be applied as a credit to said indebtedness. In the event of foreclosure, said lease shall in nowise be impaired or affected as to the land on which rentals have been paid, and any foreclosure as to all such land shall in all respects be subject to the rights of the Lessee and the heirs, devisees, successors and assigns of the Lessee under and by virtue of said lease.

This subordination is executed with the further understanding that it shall in nowise affect or impair the lien created by said mortgage on the royalty provided for in said lease or on Lessor's reversionary mineral estate, nor shall same affect or impair the right of Mortgagee to foreclose its lien on said property at any time a default exists in the payment of its indebtedness. It is further agreed that Lessee shall have no greater right than the Lessor to pay or redeem the said mortgage in the event of default or otherwise, and either or both shall be limited to the same rights, defenses and prepayment privileges as the party or parties liable therefore.

184002

[redacted] [redacted] [redacted]

Where the lien of Mortgagee is subordinated to more than one oil, gas and mineral lease, all references to the lease in the singular shall be considered to be in the plural. The word "Mortgage" shall include "Deed of Trust" and the word "Mortgagee" shall include "Beneficiary" under a Deed of Trust.

EXECUTED this 30th day of March, 1981.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

ATTEST:

JAMES AQUAVIA, Assistant Secretary

By LARK M. ANDERSON, Vice President

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of March, 1981, personally appeared LARK M. ANDERSON, Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, to me known to be the identical person who executed the within and foregoing instrument; who, being by me duly sworn, did say that he is a Vice President of said corporation, that the seal affixed is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that he executed said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses, purposes and consideration therein set forth.

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

Notary Public - LORETTA K. PENNAVARIA

My term expires:

January 8, 1983

157

Producers 88 (751) 4-62 —Wyoming

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 19th day of February, 19 81, between Billie C. Milleg and Helen Milleg, Husband and Wife of Big Piney, Wyoming M

Lessor (whether one or more), and Amoco Production Company, Amoco Building, Denver, Colorado 80202

Lessee, WITNESSETH:

1. Lessor in consideration of Ten and More ---------- Dollars ($ 10.00 & more), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and, without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to-wit:

Township 29 North, Range 114 West
Section 24: E/2 NE/4

Township 29 North, Range 113 West
Section 18: Lot 4(40.80), N/2 SE/4, SW/4 SE/4, SE/4 SW/4
Section 19: Lot 1(40.91)

of Section XXXXXX, Township XXXXX, Range XXXXX

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 321.71 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 3 years from March 28, 1981 (called "primary term") and as long thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of $100.00 per well, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from XXXXXX, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in State Bank of Big Piney, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Three Hundred Twenty One and 71/100---------- Dollars ($ 321.71), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. * 3-

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.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

[redacted] al Security No. 520-[redacted]0882 Original [redacted]

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES

Billie C. Milleg

Billie C. Milleg

Helen M. Milleg

Helen M. Milleg

No. 184004

OIL, GAS AND MINERAL LEASE

FROM

TO

....., 19....

Date

Township..... Range.....

Section

County, Wyoming

Term

No. of Acres

STATE OF WYOMING, } ss.

County of Sublette

This instrument was filed for record on the 3rd day of April, 1981

at 11:12 o'clock A M., and duly recorded in book 61 Misc. page 157 of the records of this office.

By Rene Clarke County Clerk—Register of Deeds.

Deputy.

Record and Mail to:

STATE OF WYOMING } SS. Wyoming Individual

County of SUBLETTE

On this 3rd day of MARCH, 1981, before me personally appeared BILLIE C. MILLEG AND HELEN M. MILLEG

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

Given under my hand and seal this 3rd day of MARCH, A.D., 1981

My commission expires January 10, 1983

Kathleen A. Kenny Notary Public.

STATE OF WYOMING } SS. Wyoming Individual

County of .....

On this ..... day of ....., 19...., before me personally appeared .....

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

Given under my hand and ..... this ..... day of ....., A.D., 19....

My commission expires ..... Notary Public.

STATE OF WYOMING } SS. Wyoming Corporation

County of .....

On this ..... day of ....., 19...., before me personally appeared .....

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

Given under my hand and ..... this ..... day of ....., A.D., 19....

My commission expires ..... Notary Public.

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, CHANDLER & ASSOCIATES, INC., 1401 Denver Club Building, Denver, Colorado 80202, hereinafter referred to as "Assignor," for and in consideration of One Dollar ($1.00) and other considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto ADOBE OIL & GAS CORPORATION, 1100 Western United Life Building, Midland, Texas 79701, hereinafter referred to as "Assignee," an undivided interest in the oil and gas operating rights under and by virtue of the Oil and Gas Leases set forth in Exhibit "A" attached hereto and made a part hereof, said interest being set forth opposite each lease on said Exhibit "A," insofar as said rights pertain to the right to prospect for, operate, produce and own an undivided interest in and to the oil, gas and other hydrocarbons with depth limitations as set forth opposite each lease on said Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto or used or obtained in connection therewith.

This Assignment is made without warranty of title either express or implied, and in the event the leases set forth in Exhibit "A" cover less than the full interest in the oil and gas and other hydrocarbons, then the interest being hereby assigned shall be reduced in proportion that the interest covered by said leases bears to the full and undivided interest in the oil and gas and other hydrocarbons. Assignor hereby reserves unto itself, its successors and assigns, all rights not hereby assigned.

Assignee agrees not to release or surrender the leases and leasehold interests herein assigned without first offering to reassign such interest to Assignor. Should Assignor accept such reassignment, then Assignee shall be relieved of all future obligations with respect to the leasehold interest reassigned but Assignee shall not be relieved of any of its obligations occuring prior to the receipt by Assignor of such reassignment.

This Assignment of Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Assignor and United Refining Company, and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 15, 1969, and any amendments. This Assignment of Operating Rights is further subject to all agreements of whatsoever nature, previously entered into between Assignor and Assignee, including particularly the documentation wherein Assignor consented to an Assignment from United Refining Company to Assignee. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either United Refining Company or Assignee, and to the terms and conditions of agreements between Assignor and third parties, whether recorded or not, executed by Assignor and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

This Assignment shall be subject to and bear its proportionate part of Lessor's royalty, overriding royalty interest, production payments, or any other working interest burdens in existence as of the date hereof.

184007

Apr 16
1 Dy-S
Sec Fed Utah

This Assignment shall be binding upon and inure to the benefit of the heirs or personal representatives, successors and assigns of the Assignor and Assignee and the covenants, agreements, conditions and obligations herein contained shall be considered as covenants, agreements, conditions and obligations running with the ownership of said leases and the ownership of the Oil and Gas Leasehold Estates; however, the interest herein assigned shall not be assignable by Assignee without the written consent of Assignor, and Assignee agrees that it will not, without the prior written consent of Assignor, create any overriding royalty, payment out of production, net profits obligation or carried interest, or any other obligation which will be a burden upon said leases.

IN WITNESS WHEREOF, this Assignment of Operating Rights has been executed this 8th day of January, 1981.

ATTEST:

Robert L. White, Secretary

CHANDLER & ASSOCIATES, INC.

Robert L. Lent, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of January, 1981, by Robert L. Lent as Vice President for Chandler & Associates, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires:

My Commission Expires Aug. 26, 1984

Notary Public

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Sublette County, Wyoming

EXHIBIT "A

C&A LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	GROSS ACRES	NET ACRES	INTEREST ASSIGNED TO ADOBE	DEPTH
941/9055-00	USA W-11603	Township 28 North, Range 114 West, 6th P.M. Tract I - Section 21: NE¼	4-1-68	320.00	320.00	75% of 30% of 20%	Surface to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit #2-16 well.
						75% of 30% of 50%	Below depth set out above.
		Tract II - Section 21: SE¼				75% of 30% of 50%	All depths.
941/9056-00	USA W-2120	Township 28 North, Range 114 West, 6th P.M. Tract I - Section 15: SW¼	11-1-66	320.00	320.00	75% of 30% of 20%	Surface to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit #2-16 well.
						75% of 30% of 50%	Below depth set out above.
		Tract II - Section 22: SW¼				75% of 30% of 50%	All depths.
941/9070-00	State of Wyoming 66/5165	Township 28 North, Range 114 West, 6th P.M. Tract I - Section 16: SE¼, S½SW¼	3-2-66	320.00	320.00	75% of 30% of 20%	Surface to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit #2-16 well.
						75% of 30% of 50%	Below depth set out above.
		Tract II - Section 16: N½SW¼				75% of 30% of 50%	Below depth set out above.

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Producers 88 Spec.— U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 9th day of March, 1981 by and between Circle Nine Ranch, Inc., a Wyoming Corporation, Box 38 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 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 13: S½SW¼
Section 24: N½NW¼

184008

Filed for Record
this 9th day
of March A.D. 1981
at 1:42 o'clock P.M.
Recorded in Book 162
of Oil & Gas
Records, Page 162
Sublette County, Wyoming
By Dorothy M. Steele
Deputy

five (5)

of Section ---- Township ---- Range ---- and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~10~~ years from this date, and as long thereafter as oil, 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 Northern Trust Company ~~Bank~~ at Box N, Chicago, Illinois 60675, 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:

ATTEST: Phyllis Hatch
Secretary (SEAL)

CIRCLE NINE RANCH (SEAL)
By: Walter H Knight Pres (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

162

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

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

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

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

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

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

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

My Commission Expires

Notary Public.

Residing at

State of WYOMING)
County of Teton) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 30th day of March, A. D. 19 81, before me personally appeared Phelps H. Smith, to me personally known, who, being by me duly sworn, did say that he is the President of CIRCLE NINE RANCH, INC., a Wyoming 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 Phelps H. Smith acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 30th day of March, A. D. 19 81.

(SEAL)

La Clede T. Moran
Notary Public.

My Commission expires May 24, 1983

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

RESOLUTION OF

KINTZEL BLUE PRINT CO.

CIRCLE NINE RANCH, INC.

a Wyoming Corporation

Whereas, we, the Board of Directors of CIRCLE NINE RANCH, INC.

which is the owner of approximately One Hundred Sixty (160.00) 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 March 9, 1981, a true and exact copy which is now on file in the company office with the secretary of said corporation.

THE STATE OF: WYOMING
COUNTY OF: SUBLETTE } ss.

We Philip H. Swift, as President and Philip H Swift Jr., as Secretary of the CIRCLE NINE RANCH, 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 9th day of March, 1981, at T. L. Swift Home, Boulder, Wyo. at its principal office at Pinedale, Wyoming 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 day of March 9, 1981.

CORPORATE SEAL WYOMING

Philip H Swift
President

ATTEST:

Secretary Philip H Swift

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165

AH-W-020

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 March 9, 1981, from Circle Nine Ranch, Inc., Wyoming corporation, as Lessors, to Thomas F. Stroock, as Lessee, recorded in Book ____, Page ____, of the County 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 32 North, Range 108 West, 6th P.M.
Section 13: S½SW¼
Section 24: N½NW¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Joseph R. Hicks and Edna E. Hicks, 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
Joseph R. Hicks and Edna E. Hicks, h/w	P.O. Box 611 Pinedale, Wyoming 82941	First National Bank Pinedale, Wyoming 82941	$20.00

184009

RECORDED April 6 1981 8:00 A M
BOOK 61 Misc PAGE 165
FEE $6.00 Sublette & Yuk 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 23rd day of March, 19 81.

Joseph R. Hicks (Seal)
Joseph R. Hicks

(Seal)
Edna E. Hicks

Edna E. Hicks (Seal)

(Seal)

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

Okla[redacted]as, 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 [redacted] day of [redacted] 19[redacted], personally appeared Joseph R. Hicks and Edna E. Hicks, husband and wife

and [redacted], 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 [redacted]

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.....

Notary Public.

(SEAL)

My Commission expires

No.
FROM
TO
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

167

Ratification Rental Stipulation
Designation of Depository

Lse #190667-002

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, that certain oil and gas lease dated May 9, 1972 from Charles W. Albert and Phyllis F. Albert, husband & wife, as lessor, to J. Donald Miller, as lessee, recorded in Book 48 page 246 of the Records of Sublette County, Wyoming, is owned by Conoco Inc. insofar as it covers the following described land in Sublette County Wyoming, to-wit: -TOWNSHIP 34 North, Range 111 West

SECTION 7: SE¼, SE¼NE¼
SECTION 8: W½SW¼, SW¼NW¼
SECTION 17: W½NW¼
SECTION 18: NE¼, NW¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease insofar as it covers the above described land, and do hereby lease, demise and let said land unto Conoco Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to May 9, 1981, and said lease may be further extended by the payment or tender of delay rentals, as in said lease provided; further, each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land, may, at lessee's option, be divided as follows:

Credit To	Amount	Interest	Depository
Charles W. Albert ACCOUNT NO. 587-074119	$150.00		Security Pacific National Bank P.O. Box 1267 Placerville, CA 95667

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository designated in the lease (or set out above) at the times and in the manner specified in said lease will, as to his entire interest in the said land (regardless of the interest, if any, set out above), extend said lease and continue the same in full force and effect according to its terms; if no amount is above set forth opposite his name, then payment as above set forth to the other parties, or their successors in interest, will so extend said lease. Provided, however, this stipulation shall be construed to cover only delay rentals and shall not alter or affect royalties which may accrue under said lease.

If the depository set out above is other than the depository designated in the lease, it is the intention of the undersigned that the designation of the above depository shall be in addition to any depository named in the lease and/or to any depository named in any prior agreement on the interest of the undersigned and it is expressly agreed that Conoco Inc., its successors and assigns, may at its option deposit rentals affecting the interest of the undersigned, either in the depository provided in the original lease or in any depository designated in this or any prior agreement, when in its judgment it is desirable to do so.

This instrument shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

EXECUTED as of the 18th day of April, 1981

Charles W. Albert

Charles W. Albert

Phyllis F. Albert

Phyllis F. Albert

184030

RECORDED April 6 1981 10:30A M
IN BOOK 61 Misc PAGE 167
FEE $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE, WYOMING

13-152 PB . 1-77

[redacted] [redacted] [redacted]

When recorded please Return to:

Ratification Rental Stipulation
Designation of Depository

STATE OF California)
) SS
COUNTY OF El Dorado)

Before me, a notary public in and for said county and state, on this 18th day of March, 19 81, personally appeared Charles W. Albert and Phyllis F. Albert, to me known to be the identical person who executed the above instrument and acknowledged to me that they executed the same as free and voluntary act and deed for the uses and purposes therein set forth

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

Mary Ann Schroth

Notary Public

My commission expires:

August 12, 1983

OFFICIAL SEAL
MARY ANN SCHROTH
NOTARY PUBLIC-CALIFORNIA
Principal Office in EL DORADO County
My Commission Expires Aug. 12, 1983

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a notary public in and for said county and state, on this _____ day of _____, 19_____, personally appeared _____, to me known to be the identical person _____ who executed the above instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

_____

Notary Public

My commission expires:

_____

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a notary public in and for said county and state, on this _____ day of _____, 19 _____, personally appeared _____, to me known to be the identical person _____ who executed the above instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

_____

Notary Public

My commission expires:

_____

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a notary public in and for said county in said state, on this _____ day of _____, 19 _____, personally appeared _____, to me known to be the identical person who subscribed the name of _____ to the foregoing instrument as its _____ President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires:

_____

Notary Public

169

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-47004

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That
GUS CARRAS
P.O. BOX 15383
SALT LAKE CITY, UTAH 84115, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
UTAH MONEY ORDER COMPANY	P.O. BOX 1537 SALT LAKE CITY, UTAH 84110	4.00%

184031

RECORDED April 6 1981 10:30 A.M.
IN BOOK 61 Misc PAGE 169
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 4.00% (FOUR PERCENT)
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in SUBLETTE County, State of WYOMING, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T-37-N, R-114-W, 6TH PM

SEC. 5: SE¼
8: E½
17: E½
20: NE¼

T-38-N, R-114-W, 6TH PM

SEC. 33: NW¼

Containing 1136.50 acres, more or less.

WITNESS our hands this 15th day of January, 1981.
Witnesses:

GUS CARRAS

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 15 day of January, 1981, before me personally appeared Gus Carras the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:
8-17-83

Residing in Salt Lake County

Oil & Gas Form No. 1
Petrolane [redacted] ompany
201 We[redacted]

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Corporation

(~~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.

Qualifications filed under

W-47748

Witness:

Assignee:

Utah Money Order Company

..... as to by .....

P.O. Box 1537

Salt Lake City, Utah 84110

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

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

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

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

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

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

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

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

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

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

171

184032

RECORDED April 6 1981 10:50 A.M.
IN BOOK 61 Misc PAGE 171
Pat 25 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Olsen

ASSIGNMENT OF OVERRIDING ROYALTY

This Overriding Royalty Assignment is made this 31st day of March, 1981, between KENAI OIL AND GAS INC., 2000 Energy Center One, 717 - 17th Street, Denver, Colorado 80202, hereinafter referred to as "Assignor," and JOSEPH R. MAZZOLA, 240 Hemlock, Broomfield, Colorado 80020, hereinafter referred to as "Assignee."

In consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and sets over unto Assignee, an overriding royalty interest of 1% of 8/8ths of all of the oil, gas and other hydrocarbons produced, saved and marketed from each of the oil and gas leases described below, only as to the lands described, free and clear of all costs or expense to assignee, except that Assignee shall pay all taxes attributable to the interest assigned. This Assignment of Overriding Royalty is made subject to all the terms and conditions of the said leases.

U.S. Oil and Gas Lease W-60571 dated December 1, 1977, with Monte J. Allen, 12W-39 as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 30 North, Range 110 West, 6th P.M.
Section 33: N½N½

Containing a total of 160.00 acres, more or less.

U.S. Oil and Gas Lease W-67809 dated June 1, 1979, with Howell Spear, 6W-39 as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 112 West, 6th P.M.
Section 7: Lots 3, 4
Section 18: Lot 1

Containing 57.08 acres, more or less.

U.S. Oil and Gas Lease W-61908 dated December 1, 1977, with Monte J. 12W-39 Allen as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 30 North, Range 110 West, 6th P.M.
Section 14: Lots 4, 5, 7, SE¼NE¼, NW¼NW¼, SE¼SW¼, SE¼
Section 28: Lots 6, 7, 8, 9, S½S½
Section 34: N½N½, SE¼NE¼

Containing a total of 853.07 acres, more or less.

The overriding royalty interest herein conveyed is conveyed out of the lessee's interest owned by Assignor.

ATTEST:

Patrick J. DeNiro, Asst. Sec'y

KENAI OIL AND GAS INC.

By: William M. Booth, Jr. JH
William M. Booth, Jr., President

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

The foregoing instrument was acknowledged before me this 1st day of April, 1981, by William M. Booth, Jr., as President of Kenai Oil and Gas Inc.

WITNESS my hand and official seal.

NOTARY
My Commission Expires March 6, 1983

My Commission Expires:

Marilyn Mueller
Notary Public

12W-39
6W-39

PRODUCERS 88 [redacted] [redacted] Piper Press 108 N. Center Casper, Wyo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of February, 19 81

by and between James H. King and Roberta L. King, husband and wife

of P. O. Box 126, Boulder, WY 82923, hereinafter called lessor (whether one or more) and Amarex, Inc

of P. O. Box 1628, Oklahoma City, OK 73101, hereinafter called lessee

WITNESSETH, That the said lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

184100

RECORDED April 10 1981 1:30 PM
BOOK 61 Misc
Fee $ 6.00 Lucy Yost

Township 32 North, Range 107 West, 6th P.M.

Section 22: NE¼, E½NW¼, NE¼SW¼, N½SE¼, SE¼SE¼
Section 23: SW¼, N½NW¼

and containing 640 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the ~~market price~~ gross proceeds at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the ~~market price~~ gross proceeds at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 27 day of February, 19 82, 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, WY 82923 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 Fourty and No/100********** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

James H. King (SEAL)
James H. King (SEAL)
S.S.# 520-42-2387 (SEAL)
(SEAL)

Roberta L. King (SEAL)
Roberta L. King (SEAL)
S.S.# 520-66-0407 (SEAL)
(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of March, 19 81, personally appeared James H. King and Roberta L. King, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Donna E. Sievers, Notary Public
County of Sublette State of Wyoming
My Commission Expires 4/22/82
My commission expires April 22,1982

Donna E. Sievers
Notary Public

STATE OF
COUNTY OF } SS.

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

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

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

My Commission Expires

Notary Public

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.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

D 190 — A

PRODUCED BY [redacted]

[redacted]

Steele Press
234 N. Center
Casper, Wyo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of February, 19 81

by and between Nellie F. Steele, a widow

of P. O. Box 87, Boulder, WY 82923 hereinafter called lessor (whether one or more) and Amarex, Inc.

of P. O. Box 1678, Oklahoma City, OK 73101 hereinafter called lessee

WITNESSETH, That the said lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows to wit:

184101

Township 32 North, Range 107 West, 6th P.M.

Section 18: Lots 2,3,4, SE¼SW¼, SE¼

RECORDED April 10 1981 1:30 P.M.
BOOK 61 Abstract
PAGE 174
Jack Williams
COUNTY CLERK
SUBLETTE COUNTY, WYO.

and containing 308.45 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the ~~xxxxxxxxx~~ gross proceeds at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the ~~xxxxxxxx~~ gross proceeds at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas. N.F.S.

If no well be commenced on said land on or before the 27th day of February, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred Eight and 45/100********** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nellie F. Steele (SEAL)

Nellie F. Steele (SEAL)

S.S.# 520-14-8354 (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of April 19 81 personally appeared NELLIE F. STEELE and Donna E. Sievers - Notary Public, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 4/22/82
My commission expires April 22,1982

Donna E Sievers
Notary Public

STATE OF
COUNTY OF } SS.

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

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

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

My Commission Expires

Notary Public

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.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

D 190 — A

Form TA-21 (Rev. 4-4 OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated February 27, 1981, from Nellie F. Steele, a widow, as Lessors, to Amarex, Inc., as Lessee, recorded in Book 61, Page 174, of the O&G Records of Sublette County, Wyoming, is owned by Amarex, Inc.

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

Township 32 North, Range 107 West, 6th P.M.

Section 18: Lots 2,3,4, SE¼SW¼, SE¼

184102

FILED: April 10 1981 1:30 P
IN BOOK 61 M-W PAGE 176
AS 56 Sam J Yeik COUNTY CLK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Williams

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Nellie F. Steele, a widow

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 Amarex, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Nellie F. Steele	P. O. Box 87 Boulder, WY 82923	Rock Springs National Rock Springs, WY 82901	$154.23

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

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

WITNESS our hands and seals this 9th day of April, 19 81.

Nellie F. Steele (Seal)
Nellie F. Steele

(Seal)

(Seal)

(Seal)

(Seal)

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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 9th day of April 1981, personally appeared NELLIE F. STEELE and

Donna E. Sievers - Notary Public
County of
State of
Sublette
Wyoming
My commission expires April 22,1982

, to 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 4/22/82

Donna E Sievers
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.

PRODUCERS 88 [redacted] [redacted] Casper Press
134 N. Center
Casper, Wyo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of February, 19 81

by and between Wayne F. Steele and Mary Ann Steele, husband and wife

of P. O. Box 53, Boulder WY 82923, hereinafter called lessor (whether one or more) and Amarex, Inc

of P. O. Box 1678, Oklahoma City, OK 73101 hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein situate in the County of Sublette State of Wyoming, described as follows, to wit:

184103

Filed for record April 10 A.D. 1981 1:20 P.M.
In Book 61 Misc. Page 178.
Fee $6.00 Sandy Yake COUNTY CLERK
By the Deputy COUNTY CLERK

Township 32 North, Range 107 West, 6th P.M.

Section 18: Lots 2,3,4, SE¼SW¼, SE¼

and containing 308.45 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the ~~XXXXXXXXX~~ gross proceeds at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the ~~XXXXXXXXX~~ gross proceeds at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 27th day of February, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred Eight and 45/100********** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wayne F. Steele (SEAL)
Wayne F. Steele (SEAL)
S.S.# 520-44-9789 (SEAL)
(SEAL)

Mary Ann Steele (SEAL)
Mary Ann Steele (SEAL)
S.S.# 135-26-9408 (SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of April, 1981, personally appeared Wayne F. Steele and Mary Ann Steele and ..., to me known to be the identical person ..., described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Donna E. Sievers - Notary Public
County of Sublette
My Commission Expires 4/22/82
My Commission expires April 22, 1982

Donna E. Sievers
Notary Public

STATE OF
COUNTY OF } SS.

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

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated ..., 19...

Lot ... Block ... Addition ...

Section ... Township ... Range ...

County ...

Term ...

STATE OF
COUNTY OF } SS.

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

By ... County Clerk—Register of Deeds.

Deputy.

When Recorded
Return to

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

D 190 — A

[redacted] [redacted] [redacted]

Form TA-21 (R[redacted] OKLA. - KAN - COLO
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated February 27, 1981, from Wayne F. Steele and Mary Ann Steele, husband and wife, as Lessors, to Amarex, Inc., as Lessee, recorded in Book 61, Page 178, of the O & G Records of Sublette County, Wyoming, is owned by Amarex, Inc.

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

Township 32 North, Range 107 West, 6th P.M.

Section 18: Lots 2,3,4, SE¼SW¼, SE¼

184104

RECORDED April 10 1981 1:30 P M
IN BOOK 61 Deed PAGE 180
Fee $6.00 Lois J Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Miller

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Wayne F. Steele and Mary Ann Steele, 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 Amarex, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Wayne F. Steele and Mary Ann Steele	P. O. Box 53 Boulder, WY 82923	Rock Springs National Rock Springs, WY 82901	$77.11

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

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

WITNESS our hands and seals this 9th day of April, 19 81.

Wayne F. Steele (Seal)
Wayne F. Steele

(Seal)

Mary Ann Steele (Seal)
Mary Ann Steele

(Seal)

(Seal)

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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 9th day of April, 1981, personally appeared Wayne F. Steele and Mary Ann Steele

XXX
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 free and voluntary act and deed for the uses and purposes therein set forth.

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

Donna A Green
Notary Public

My Commission Expires 4/22/82

Notary Public
Sublette County, Wyoming
My commission expires April 22, 1982

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.

(Rev. 10-58)

ASSIGNMENT OF PROCEEDS OF OIL AND GAS LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

ASSIGNMENT

WHEREAS, Thomas F. Stroock, of P.O. Box 2875, Casper (Post Office Address), State of Wyoming, (hereinafter referred to as the Lessee, whether one or more) is the owner and holder of a certain oil and gas lease dated December 4, 1975, executed by Edmond C. Todd, a single man, also know as E. C. Todd, of Daniel (Post Office Address), State of Wyoming, as Lessor(s) to Thomas F. Stroock F. Stroock, P.O. Box 2875, of Casper (Post Office Address), State of Wyoming, (named therein as Lessee) upon the following-described real estate situated in the County of Sublette, 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

184107

RECORDED April 13 1981 8:00 AM
IN BOOK 61 Orld PAGE 182
Leo Kent Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKee

Said lease being recorded in Book _____, Page(s) _____, of the records of said County; and

WHEREAS, The Federal Land Bank of Omaha, Omaha, Nebraska, a corporation, is the owner and holder of mortgage(s) and/or sale contract upon all or part of the above-described real estate, as follows:

A mortgage to The Federal Land Bank of Omaha dated February 12, 1965, for $ 25,600.00, recorded in Book 19, Page(s) 235, of the records of said County; [illegible]

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described lands, the said Lessor(s), and each of them, does hereby assign and transfer to The Federal Land Bank of Omaha all rents, royalties, bonuses, payments, damages, and delay monies due or to become due in accordance with the provisions of said lease, under the following terms and conditions:

1. Notwithstanding this assignment, all sums payable under the described lease shall be paid to the parties entitled thereto according to the terms of said lease, without reference to this assignment until such time as The Federal Land Bank of Omaha shall notify the Lessee(s) or his assigns in writing requesting payment to said bank; and Lessor(s) hereby authorize and direct the said Lessee and his assigns upon the receipt of such notice to make payment of all such amounts to The Federal Land Bank of Omaha, in lieu of payment or deposit thereof as provided in said lease or otherwise.

2. All of said amounts when received by The Federal Land Bank of Omaha shall be applied, at the option of said bank, upon any of the debts secured by the above-described instruments, in such proportions as The Federal Land Bank of Omaha, in its sole discretion shall deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, or are due or not due; or said mortgagee may, at its option, turn over and deliver to the Lessor(s) and/or other parties entitled thereto, all or any part of said amounts, without prejudice to [illegible] and retain any future amount or amounts, and without prejudice to any of its other rights under said instrument(s).

3. This assignment is executed as additional security for the payment of the described mortgage and the note secured thereby; and upon payment in full of said mortgage debt, this assignment shall become inoperative and void. A satisfaction or release of said mortgage shall have the same effect as to the complete release and reassignment by separate instrument of any interest acquired hereunder.

This agreement, the covenants, conditions, and agreements of which shall be binding upon the heirs, successors, and assigns of all parties mentioned herein, shall be and remain in full force and effect until the Lessee is notified by The Federal Land Bank of Omaha of the satisfaction of the mortgage debt or of the completed performance of the sale contract.

Dated December 29, 1975

Witness:

Edmond C. Todd

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming
COUNTY OF Sublette } ss.

On December 29, 1975, before me personally came Edmond C. Todd, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary deed.

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

Faye Hammons
Notary Public in and for said County and State.

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ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all amounts due or to become due in connection with said lease shall be made in accordance with the provisions of said assignment.

WITNESS MY HAND Lita E. Stroock. Thomas F. Stroock

Thomas F. Stroock

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } ss.
COUNTY OF _____

On _____, before me personally came _____

and _____, to me personally known, who being each by me duly sworn, did say that they are respectively the _____ and _____ of _____ the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and each acknowledged said instrument to be the free act and voluntary deed of said corporation.

My commission expires _____

Joseph E. Pacheco - Notary Public
County of [illegible] State of Wyoming
My Commission Expires Jan. 14, 1982

_____
Notary Public in and for said County and State.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming } ss.
COUNTY OF Natrona

On January, 1980, before me personally came Thomas F. Stroock

_____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was _____ free act and voluntary deed.

My commission expires _____

Joseph E. Pacheco – Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 14, 1982

Joseph E Pacheco
Notary Public in and for said County and State.

JAN 17, 1980

WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

In consideration of the foregoing assignment, the provisions of which are made a part hereof by reference, The Federal Land Bank of Omaha subordinates its mortgage(s) or title to and in favor of said lease only.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has caused this instrument to be executed by the officers authorized by its Board of Directors to execute instruments in its behalf and its corporate seal to be affixed hereto February 12, 1981.

THE FEDERAL LAND BANK OF OMAHA

By James E. Ludeman
James E. Ludeman Vice President

Attest: Twila Plate
Twila Plate, Asst. Secretary

THE FEDERAL LAND BANK OF OMAHA CHARTERED CORPORATE SEAL MARCH 8, 1917 IOWA-NEBRASKA-SOUTH DAKOTA-WYOMING

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

On February 12, 1981, before me, Lorraine D. Adkins, a Notary Public in and for Douglas County, Nebraska, personally appeared James E. Ludeman, to me personally known, who being by me duly sworn did say he is a Vice President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and the said James E. Ludeman acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

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

My commission expires [illegible]

GENERAL NOTARY - State of Nebraska
LORRAINE D. ADKINS
My Comm. Exp. Dec. 15, 1984

Lorraine D. Adkins
Notary Public in and for Douglas County, Nebraska.

Lorraine D. Adkins

ASSIGNMENT OF PROCEEDS OF LEASE,
ACCEPTANCE OF NOTICE THEREOF,
AND WAIVER OF PRIORITY OF
MORTGAGE LIEN(S)

TO

STATE OF _____ } ss.
COUNTY _____

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

_____
(Official title)

_____
Deputy

OIL AND GAS LEASE

THIS AGREEMENT MADE AND ENTERED INTO this the 26th day of March 81

Steve Kanski and Janice Kanski, individually and as husband and wife, and
Dorthean W. Jorgensen, a/k/a Dorthean Jorgensen, a widow
Pinedale, Wyoming 82941

hereinafter called lessor (whether one or more), and APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, Colo. 80264

hereinafter called lessee:

1. That lessor, for and in consideration of the sum of Ten and more Dollars, receipt of which is hereby acknowledged, and of the covenants hereinafter contained to be performed by the lessee, has this day granted, leased and let and by these presents does hereby grant, lease and let exclusively unto the lessee the land hereinafter described, and all of its rights (including rights of ingress and egress) in and to the following described land, to-wit:

SUBLETTE County, WYOMING

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

RECORDED April 14 1981 8:00 M
IN BOOK 61 Ord 184128
PAGE 184
FEES $ 9.00 Lora J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy W. Ellis

and containing 802.50 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-fifth (1/5) of the proceeds at the well or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay lessor as royalty one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well during the first six months of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessee shall have the right at its own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling house on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (2) hereof, payable annually on the anniversary date of this lease following the end of each year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph Two hereof.

If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 26th day of March 82 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Pinedale, Wyoming 82941 or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred Two & 50/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or to lessor's credit in said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid and any such rental payment or tender conferred. Lessee may at any time execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

5. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which such rental has been paid, this lease shall terminate as to both parties, 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. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof shall govern the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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 shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee, but such royalties shall be increased at the next succeeding rental anniversary after any cessation occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When requested by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused to growing crops by its operations. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without consent of lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other improvements (including the right to draw and remove all casing). Lessee agrees upon the completion of any well hereon as a dry hole or the cessation of production from any producing well, to level and restore the premises to their original condition as nearly as practicable and to remove all debris and rubbish therefrom.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change or division in the ownership of the land or in the rentals or royalties hereunder shall enlarge the obligations or diminish the rights of lessee. No change or division in the ownership of the land or royalties or rentals hereunder shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the decree of any court of competent jurisdiction in the event of the appointment of an executor or administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments and duly certified copies thereof necessary in showing a complete chain of title back to lessor or to the tract interest claimed, and all actions of lessee in the payment of rentals made thereunder before receipt of said documents shall be binding on any direct or indirect assignees, grantees or successors of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or any assignee of such part or parts shall make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said lands upon which the lessee or any assignee thereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee at its option may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for the drilling of a well while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or provided lessee by the proper payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size that may be established for a well to be drilled under laws, rules, or regulations in force at the time of such pooling or unitization provided, however, that lessee may increase such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's acreage in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production allocated as aforesaid shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs the same as lessor whether or not it is signed by all those named above as lessors and regardless of whether it is signed by any of the other parties hereto named as lessors. This lease may be executed in counterparts, each of which is deemed to have the same force and effect as the original.

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

X Steve Kanski
Steve Kanski SSN: 501-26-2573

X Janice Kanski
Janice Kanski SSN: 520-40-5579

X Dorthean W. Jorgensen
Dorthean W. Jorgensen SSN: 520-54-9773

15

4A

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893 1681

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of April, 19 81, personally appeared Janice Kanski, individually and as wife of Steve Kanski

and Dorthean W. Jorgensen, a/k/a Dorthean Jorgensen, a widow

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

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

My Commission Expires January 5 1983

Notary Public.

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of April, 19 81, personally appeared Steve Kanski, individually and as husband of Janice Kanski

XX

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

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

My Commission Expires June 4, 1983

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

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED March 26, 1981, By and Between, Steve Kanski and Janice Kanski, individually and as husband and wife, and Dorthean W. Jorgensen, a/k/a Dorthean Jorgensen, a widow, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 34 NORTH, RANGE 110 WEST, 6th P. M.

Section 15: S½NE¼, NW¼, NE¼SW¼, SE¼SW¼, SE¼, less and except that portion of the W½NW¼ lying west of the Cora Road which contains 30 acres, more or less.

Section 22: NE¼, E½NW¼, SW¼NW¼, NW¼SW¼, N½NE¼SW¼, N½SW¼NE¼SW¼, NW¼SE¼NE¼SW¼, N½NW¼SW¼SW¼

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read fifteen percent (15%).

Signed for Identification:

X Janice Kanski
Janice Kanski

X Dorthean W. Jorgensen
Dorthean W. Jorgensen

X Steve Kanski
Steve Kanski

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 26th day of March, 19 81

between Floyd L. Briggs, Jr. and Kathryn Briggs, h/w, as tenants-in-common, and Dorthean Jorgensen, a widow
Pinedale, Wyoming 82941

hereinafter called lessor,

and Apache Corporation, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, ~~mining~~, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

Township 34 North, Range 110 West, 6th P.M.
Section 22: N½SE¼, SE¼SE¼, S½SW¼SW¼, S½NW¼SW¼SW¼, NE¼SW¼SW¼, SE¼SW¼, S½S½NE¼SW¼, NE¼SE¼NE¼
Section 23: S½NE¼, NW¼, S½
Section 24: SW¼NW¼, that part of the NW¼SW¼ lying and being situated north and west of the Beeline Extension Ditch and containing 28 acres, more or less

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read % (15%).

and containing 835.50 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 26 day of March ~~19 81~~ 1982, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred Thirty-Five and 50/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~XXXXXXXXXX~~ on said land. No well shall be drilled nearer than ~~200~~ 500 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Floyd L. Briggs Jr.

Floyd L. Briggs, Jr. SSN: 480-32-9488

Kathryn D. Briggs

Kathryn [redacted] SSN: [redacted]

Dorthean Jorgensen

Dorthean Jorgensen SSN: 520-54-9773

Printed by [redacted], 511 16th St., Suite 222, (303) 893-1681 [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 7th day of March, 1981, personally appeared Floyd L. Briggs, Jr.

and Kathryn Briggs, his wife

to me known to be the identical person S described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 [signature] Notary Public.

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 27th day of March, 19 81, personally appeared Dorthean Jorgensen, 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: June 4, 1982 [signature] 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 14th day of April, 1981, at 10:30 o'clock A M., and duly recorded in Volume 61 Real Page 1876 of the records of this office.

Kathryn Clark County Clerk

By Kathryn Clark Deputy.

When recorded return to

Fee $ 5.00

158

Form 88 (Producers)
Rev. Okla. & Colo. 1957

C Rev 1971 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of April 19 81

between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife
Daniel, Wyoming 83115

hereinafter called lessor

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness

1. That lessor, for and in consideration of the sum of Ten and More (10&More) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to exercise this lease or any part thereof with respect to oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas (casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

184131

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P.M.
Section 28: SW¼
Section 29: SE¼, E½SW¼
Section 32: NE¼, NW¼SE¼
Section 33: NW¼, E½SW¼

RECORDED April 14 1982 11:30 A.M.
IN BOOK 61 Oil & Gas PAGE 188
FEE $5.00 Sublette County Clerk
SUBLETTE COUNTY, WYO.
Ann White

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 840.0 acres more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred Forty & 00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing crops on~~ said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for reworking or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

X Melvin L. McLoughlin
Melvin L. McLoughlin SSN: 520-38-8569

X Betty Lou McLoughlin
Betty Lou McLoughlin SSN: 520-38-8692

Printed by [redacted] ng, 511 16th St., Suite 222, (303) 893-1681 [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 9th day of April, 19 81, personally appeared Melvin L. McLoughlin

and Betty Lou McLoughlin, his wife

to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 5 December 1981

Rachel O. Schuckel
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

457

EXHIBIT "A" attached to and made a part of Oil & Gas Lease, dated April 6, 1981, by and between, Melvin L. McLoughlin and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

It is hereby agreed that in the event of production and at ~~such time that said production~~ is incorporated into a spacing or ~~pooling unit, that~~ the Lessee provide to the Lessor a description of said ~~unitization~~, which shall indicate a description of the lands to be involved ~~in said~~ production as well as the names of those interest owners in said ~~lands~~.

Pooling Unit
Bd 711

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

X Melvin L. McLoughlin
Melvin L. McLoughlin

X Betty Lou McLoughlin
Betty Lou McLoughlin

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Melvin L. McLoughlin and Betty Lou McLoughlin, his wife Daniel, Wyoming 83115, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.
Section 28: $SW\frac{1}{4}$
Section 29: $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$
Section 32: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 33: $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$

184132

RECORDED [illegible] 1981 at [illegible] M
BOOK [illegible] of [illegible]
at [illegible] Page 191
[illegible] COUNTY CLERK
[illegible] COUNTY, WYOMING By [illegible]

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, XXX I James T. McLoughlin, a married man
Daniel, Wyoming 83115

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 APACHE 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	AMOUNT
Melvin L. McLoughlin and Betty Lou McLoughlin	First National Bank Pinedale, Wyoming 82941	$436.84

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

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

WITNESS our hands and seals this ____ day of April, 19 81.

X James T McLoughlin (SEAL)
James T. McLoughlin SSN: 520-38-8568

(SEAL)

(SEAL)

(SEAL)

(SEAL)

191

192

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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 9th day of April, 19 81, personally appeared James T. McLoughlin, a married man

~~such~~

, to 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 December 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

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Melvin L. McLoughlin and Betty Lou McLoughlin, his wife Daniel, Wyoming 83115, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

184133

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.
Section 28: $SW\frac{1}{4}$
Section 29: $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$
Section 32: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 33: $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$

Filed April 17 1981 11:30 A.M.
Book 193
6:00 Law of Yoke
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fear Ranches, Incorporated, a Colotado Corporation Big Piney, Wyoming 83113

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 APACHE 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	AMOUNT
Melvin L. McLoughlin and Betty Lou McLoughlin	First National Bank Pinedale, Wyoming 82941	$436.84
Fear Ranches, Incorporated	First National Bank Kemmerer, Wyoming 83101	$403.17

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 9 day of April, 1981.

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

Attest: C A Fear Jr
C. A. Fear, Jr., Secretary

FEAR RANCHES INCORPORATED CORPORATE Seal STATE OF COLORADO

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

Tax I.D. [illegible]

193

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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.

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

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

and .....

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

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

My Commission Expires .....

.....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of April, A. D. 1981, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, A Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of April, A. D. 1981

(SEAL)

Rachel A. Schaefer
Notary Public.

My Commission expires 5 December 1981

No.....

FROM

.....

TO

.....

Dated..... 19....

No. Acres.....

.....County,.....

Term.....

This instrument was filed for record on the.....

day of.....19.....

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

Form 88 [redacted]
Kan., Okla. [redacted]

C Rev 1974 OIL A[redacted]S LEASE

[redacted]

THIS AGREEMENT, Entered into this the 6TH day of April 19 81

between Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

K.F. 8/28/81

1. That lessor, for and in consideration of the sum of Ten and More(10&More) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided,~~ for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land, alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming and described as follows:

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.
Section 17: SW¼, SW¼NW¼
Section 19: NE¼NE¼
Section 20: N½NW¼, SW¼NW¼, N½SW¼, SE¼SW¼
TOWNSHIP 35 NORTH, RANGE 112 WEST, 6TH P. M.
Section 1: W½SW¼
Section 11: SE¼SE¼

Wherever the term one-eighth (1/8) appears, it shall by this reference be amended to read sixteen percent (16%).

FOR ADDENDUM SEE EXHIBIT "A" ATTACHED HERETO and containing 600.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~xxxxx~~Kemmerer, Kemmerer, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Six Hundred &00/100------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~xxxxxx~~ said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

K.F. 8/28/81

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling of any well while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization, provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the pooled unit. A well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit, less lessor's interest if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessor. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

FEAR RANCHES INCORPORATED STATE OF COLORADO Seal

*** CORPORATE SEAL ***

Attest: C. A. Fear, Jr.
C. A. Fear, Jr., Secretary

Tax I.D. #83-0187980

196

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

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.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of....., 19....., personally appeared.....

and .....

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

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

My Commission Expires .....

.....
Notary Public.

State of Wyoming
County of Sublette} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of April, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of April, A. D. 19 81

(SEAL)

Rachel A. Schaebel
Notary Public

My Commission expires 5 December 1981

No.....

FROM .....

TO .....

.....

.....

Dated....., 19.....

No. Acres.....

.....County,.....

Term.....

This instrument was filed for record on the 14th day of April, 1981, at 11:30 o'clock A M., and duly recorded in Volume 61 Misc. Page 195

of the records of this office.

Lou J. Yake
County Clerk.

By Deputy.

When recorded return to

18134

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 6, 1981, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

K. F.
C. F.

It is hereby agreed that in the event of production and at such time ~~that said production~~ is incorporated into a spacing or pooling unit, ~~that the~~ Lessee provide to the Lessor a description of said ~~unitization, which~~ shall indicate a description of the lands to be involved ~~in said~~ production as well as the names of those interest owners in said ~~lands~~.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

FEAR RANCHES, INCORPORATED

Kenneth Fear
Kenneth Fear, President

C A Fear Jr
C. A. Fear, Jr., Secretary

197

195

Form 88 (Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of April, 19 81

between Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More(10&More) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.
Section 5: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$
Section 6: Lots 1, 2, 3, 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
TOWNSHIP 36 NORTH, RANGE 111 WEST, 6TH P. M.
Section 31: Lot 4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

FOR ADDENDUM SEE EXHIBIT "A"

Wherever the term one-eighth(1/8) appears, it shall by this reference be amended to read sixteen percent (16%).

and containing 631.15 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds it sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~Kemmerer~~ Kemmerer, Kemmerer, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Six Hundred Thirty-one & 15/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing crops on~~ said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized tract. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

*** CORPORATE SEAL ***
FEAR RANCHES INCORPORATED CORPORATE Seal STATE OF COLORADO

Attest: C. A. Fear
C. A. Fear, Jr., Secretary

Tax I.D. #83-0[redacted]

Printed by [redacted], 511 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

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.

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

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

and .....

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

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

My Commission Expires..... Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of April, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of April, A. D. 19 81

Rachel A. Schubert
Notary Public

(SEAL) NOTARY PUBLIC

My Commission expires 5 December 1981

No.....

FROM .....

TO .....

.....

Dated.....

No. Acres.....

County.....

Term.....

This instrument was filed for record on the 14th day of September, 1987, at 11:30 o'clock A.M., and duly recorded in Volume 41 Misc. Page 199 of the records of this office.

Witness my hand and seal of this office.

.....County Clerk.

By Diana L. Clarke Deputy.

When recorded return to

E. Price

199

18135

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 6, 1981, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, ~~that the~~ Lessee provide to the Lessor a description of said unitization, ~~which~~ shall indicate a description of the lands to be involved in ~~said production~~ as well as the names of those interest owners in said lands.

K.F.
C.A.F.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

FEAR RANCHES, INCORPORATED

Kenneth Fear
Kenneth Fear, President

C A Fear Jr
C. A. Fear, Jr., Secretary

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Fear Ranches, Incorporated, a Colorado Corporation, Big Piney, Wyoming 83113, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

184136

RECORDED April 14 1981 at 11:30 A.
IN BOOK 61 Rec'd PAGE 201
FEE $6.00 Lou J Yake COUNTY CLERK
by Dorothy Mix

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.
Section 5: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$
Section 6: Lots 1, 2, 3, 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

TOWNSHIP 36 NORTH, RANGE 111 WEST, 6TH P. M.
Section 31: Lot 4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fear Ranches, Incorporated, a Colorado Corporation, Big Piney, Wyoming 83113

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 APACHE 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	AMOUNT
Fear Ranches, Incorporated a Colorado Corporation	First National Bank of Kemmerer Kemmerer, Wyoming	$315.58

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 9 day of April, 19 81.

Fear Ranches, Incorporated

By: /s/ Kenneth Fear
Kenneth Fear, President

Attest: /s/ C A Fear Jr
C. A. Fear, Jr., Secretary

FEAR RANCHES INCORPORATED CORPORATE Seal STATE OF COLORADO

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

Tax I.D. #84-0137980

201

202

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

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.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of....., 19....., personally appeared.....

and .....

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

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

My Commission Expires.....

Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of April, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of April, A. D. 19 81

Rachel O. Ackerbel
Notary Public.

(SEAL)

My Commission expires 5 December 1981

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

Form 88 (Rev 1974) OIL AND GAS LEASE

Kan., Okla.

THIS AGREEMENT, Entered into this the 6th day of April 19 81

between Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More(10&More) dollars cash paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided,~~ for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights thereto being situated in the County of Sublette

State of Wyoming and described as follows:

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.
Section 7: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 18: Lots 1, 2, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%).
FOR ADDENDUM SEE EXHIBIT "A" ATTACHED

and containing 707.10 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds at the prevailing market price at the well for one-eighth (1/8) of such gas sold by lessee, provided that lessee may use gas from said land for the development and operation thereof free of charge. If gas only is found, and not sold or used, lessee may pay or tender as royalty one dollar per year per well retained hereunder, such payment or tender to be made on or before one year from the date hereof and thereafter on or before one year from the anniversary date hereof during the period while the well is shut in and royalty is not otherwise being paid hereunder, and while said royalty is so paid or tendered this lease shall be held as a producing well under paragraph numbered two hereof. 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. Lessee may withhold payment hereunder pending title examination, curing defects, final determination of ownership, or dispute as to entitlement.

Wherever gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~XXXXX~~ Kemmerer, Kemmerer, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Seven Hundred-seven & 10/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing crops on~~ said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion or abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed) the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due or to become due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate. Lessee may pay or tender royalties or rentals to the credit of the last known owner of the interest affected until such documents or duly certified copies thereof necessary in showing a complete chain of title back to lessor or the last known owner of the interest affected shall be furnished to lessee, and all payments or tenders of rentals made hereunder before receipt of said documents shall be binding on any successor or assignee of lessor or owner of the land or interest affected, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, and the lessee or assignee of such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee thereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee at its option may pay or discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by application to the discharge of any such taxes or other liens any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling a well while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date, or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee commences operations for reworking or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization, provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

*** CORPORATE SEAL ***

Attest: C. A. Fear Jr
C. A. Fear, Jr., Secretary

Tax I.D. #83-0187980

Printed by [redacted] g, 511 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

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.

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

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

and .....

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

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

My Commission Expires.....

.....
Notary Public.

State of Wyoming
County of Sublette
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of April April, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of April, A. D. 19 81

(SEAL) NOTARIAL

Rachel A. Scheebel
Notary Public.

My Commission expires 5 December 1981

No. .....

FROM .....

TO .....

Dated .....

No. Acres .....

County, ...

Term .....

This instrument was filed for record on the 14th day of April, 19 81, at 11:30 o'clock A M., and duly recorded in Volume 61 Page 203 of the records of this office.

County Clerk.
By Lois J. Yeates Deputy.

When recorded return to

$ 5.00

18137

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 6, 1981, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as royalty, an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, that the ~~Lessee provide to the Lessor~~ a description of said ~~unitization, which~~ shall indicate a description of the lands to be involved ~~in said production~~ as well as the names of those interest owners in said ~~lands~~.

K.F.
C.A.F.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

FEAR RANCHES, INCORPORATED

/s/ Kenneth Fear
Kenneth Fear, President

/s/ C A Fear Jr
C. A. Fear, Jr., Secretary

Form 88 (Rev 1974) [redacted]
Kan., Okla. [redacted]

OIL AND [redacted]AS LEASE

THIS AGREEMENT, Entered into this the 6th day of April, 19 81

between Fear Ranches, Incorpoarted, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness

1. That lessor for and in consideration of the sum of Ten and More (10&More) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided,~~ for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6TH P. M.
Section 2: Lots 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$
Section 12: $W\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

FOR ADDENDUM SEE EXHIBIT "A" ATTACHED

Wherever the term one-eighth (1/8) appears, it shall by this reference be amended to read sixteen per-cent (16%).

and containing 760.04 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~Xxxxx~~ Kemmerer, Kemmerer, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Seven Hundred Sixty & 04/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~xxxxxxx~~ said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

Attest: C A Fear Jr
C. A. Fear, Jr., Secretary

Tax I.D. #83-0187980

*** CORPORATE SEAL ***

207

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

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.

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

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

and.....

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

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

My Commission Expires.....

.....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of April, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of April, A. D. 19 81.

(SEAL)

Rachel A. Schertel
Notary Public.

My Commission expires 5 December 1981

RACHEL A. SCHERTEL NOTARY PUBLIC SUBLETTE CO. WYO.

No.....

FROM .....

TO .....

Dated.....

No. Acres.....

.....County, ...

Term.....

This instrument was filed for record on the 14th day of April, 19 81, at 11:30 o'clock A M., and duly recorded in Volume 61 Oil & Gas Page 204 of the records of this office.

Lucy A. Tyler, County Clerk.

By Dorothy Mc Duffee, Deputy.

When recorded return to

$8.00 184138

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 6, 1981, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

K.F.
B&S

It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, ~~that the Lessee~~ provide to the Lessor a description of said unitization, ~~which~~ shall indicate a description of the lands to be involved ~~in said~~ production as well as the names of those interest owners in said ~~lands~~.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

FEAR RANCHES, INCORPORATED

Kenneth Fear
Kenneth Fear, President

C A Fear Jr
C. A. Fear, Jr., Secretary

209

184184 SC-W-0568

Mid-Continent Association W. Reassign.

601

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Hawthorn Oil Company (50%) and Colonel Petroleum Corporation (50%), P. O. Box 3100, 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 AMERICAN HUNTER EXPLORATION LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8 (90%) and Colonel Petroleum Corporation, P.O. Box 3100, Casper, Wyo. 82602 (10%)

(hereinafter called Assignee), all their right, title and 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 1235.63 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 surrenders and releases all rights of dower and homestead in the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of five percent of eight-eighths (5% of 8/8ths)

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 20th day of March, 19 81.
without warranties of any kind.

HAWTHORN OIL COMPANY
By _____
R. K. O'Connell, President
ATTEST: _____
[redacted]ry

COLONEL PETROLEUM CORPORATION
_____ (Seal)
BY _____ (Seal)
Thomas F. Stroock, President
_____ (Seal)
ATTEST _____
[redacted] Secretary

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 15th day of April, 1981, at 8 o'clock A M., and duly recorded in book 61 Page 209 of the records of this office.

_____ Register of Deeds.

When recorded
Return to _____

$10.75

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

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

ACKNOWLEDGMENT — INDIVIDUAL

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

and .....

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

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

My Commission Expires.....

.....
Notary Public.

State of WYOMING
County of NATRONA
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 20th day of March, A. D. 1981, before me personal appeared Thomas F. Stroock, to me personally known, who, being me duly sworn, did say that he is the President of Colonel Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corpor tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and sa Colonel Petroleum Corporation acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of March, A. D. 1981

Rita E. Howell
Notary Public

(SEAL) RITA E. HOWELL-Notary Public County of Natrona State of Wyoming My Commission Expires Nov. 28, 1983

My Commission expires: November 28, 1983

State of WYOMING
County of NATRONA
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 20th day of March, A. D. 1981, before me personall appeared R. K. O'Connell, to me personally known, who, being b 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 corpora tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and sai Hawthorn Oil Company acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of March, A. D. 1981

Marla Orr
Notary Public

(SEAL) MARLA ORR - Notary Public County of Natrona State of Wyoming My Commission Expires Jan. 30, 1985

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

.....

.....

210

Form 88 (Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 15th day of April 1981

between Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M.
Section 13: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

FOR ADDENDUM SEE EXHIBIT "A" ATTACHED

Wherever the term one-eighth (1/8) appears, it shall by this reference be amended to read sixteen percent (16%).

and containing 480.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds it sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 15th day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~xxxxx~~Kemmerer, Kemmerer, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of $Four Hundred Eighty &00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the well of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing ~~crops on~~ said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

*** CORPORATE SEAL ***

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

Attest: C. A. Fear
C. A. Fear, Jr., Secretary

[redacted]

Tax I. D. #83-0[redacted]

Printed by [redacted] ting, 511 16th St., Suite 222, (303) 893-1681

[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 ..... 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.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this .....

day of ....., 19....., personally appeared .....

and .....

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

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

My Commission Expires .....

Notary Public.

State of Wyoming }
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 15th day of April, A. D. 1981, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of April, A. D. 1981

JO ANN MALONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
(SEAL)
My Commission Expires Sept. 27, 1984

Jo Ann Maloney
Notary Public

My Commission expires 27 September 1984

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

12

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 15, 1981, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

K.F. 6/5

It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, that the Lessee provide to the Lessor a description of ~~said unitization~~, which shall indicate a description of the lands to be ~~involved~~ in said production as well as the names of those interest owners in said lands.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

FEAR RANCHES, INCORPORATED

Kenneth Fear
Kenneth Fear, President

C. A. Fear Jr.
C. A. Fear, Jr., Secretary

184185

RECORDED April 15 1981 10:00 A M
IN BOOK 61 Q+S PAGE 211
FEES $8.00 Lois J Yake COUNTY CLERK
Sublette County Pinedale
by Dorothy McInnis

Form 88
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 15th day of April 19 81

between Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

184186

State of Wyoming and described as follows:

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M.
Section 12: $SE\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 14: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

FOR ADDENDUM SEE EXHIBIT "A" ATTACHED

RECORDED April 15 1981 10:00 A.M.
IN BOOK 61 Oil & G PAGE 214
FEE $8.00 Lois York COUNTY CLERK
SUBLETTE COUNTY CLERK

Wherever the term one-eighth (1/8) appears, it shall by this reference be amended to read sixteen percent (16%).

and containing 280.00 acres more or less

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 15th day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~Kemmerer~~ Kemmerer, Kemmerer, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Eighty &00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing ~~crops on~~ said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

*** CORPORATE SEAL ***

Witness:

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

Attest: C. A. Fear, Jr.
C. A. Fear, Jr., Secretary
Tax I. D. #83-0187980

214

915

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of April, 1981, personally appeared Kenneth Fear and C. A. Fear,

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 27 September 1984 Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

and

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

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

My Commission Expires

Notary Public.

State of Wyoming }
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 15th day of April, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of April, A. D. 1981

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
(SEAL)
My Commission Expires Sept. 27, 1984

Judith J Mahoney
Notary Public.

My Commission expires 27 September 1984

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 15, 1961, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, that the Lessee provide to the Lessor a description of said unitization, which shall indicate a description of the lands to be involved in said production as well as the names of those interest owners in said lands.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

FEAR RANCHES, INCORPORATED

v Kenneth Fear
Kenneth Fear, President

v C. A. Fear, Jr.
C. A. Fear, Jr., Secretary

217

707-3 7997153

FORM 2466 (Rev. 10-

ASSIGNMENT OF PROCEEDS OF OIL AND GAS LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

ASSIGNMENT

WHEREAS, Thomas F. Stroock, of P.O. Box 2875, Casper (Post Office Address) State of Wyoming 82602, (hereinafter referred to as the Lessee, whether one or more) is the owner and holder of a certain oil and gas lease dated December 19, 1980, executed by Donald W. Rogers and Nellie P. Rogers husband and wife, of Boulder, (Post Office Address) State of Wyoming, as Lessor(s) to Thomas F. Stroock of P.O. Box 2875, Casper (Post Office Address), State of Wyoming 82602, (named therein as Lessee) upon the following described real estate situated in the County of Sublette, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 14: E½NW¼

184188

RECORDED: August 15 1981 1:30 P.M.
IN BOOK 61 Misc. PAGE 217
fees 6.00 Lois Clark COUNTY CLERK
Sublette Co. PIN ... WYOMING By Dorothy M. Clark

Said lease being recorded in Book 60 O&G, Page(s) 478, of the records of said County; and

WHEREAS, The Federal Land Bank of Omaha, Omaha, Nebraska, a corporation, is the owner and holder of mortgage(s) and/or sale contract upon all or part of the above-described real estate, as follows:

A mortgage to The Federal Land Bank of Omaha dated November 20, 1967, for $14,600.00, recorded in Book 21, Page(s) 111, of the records of said County; a mortgage to the Land Bank Commissioner, now owned by The Federal Land Bank of Omaha, recorded in Book ____, Page(s) ____, of the records of said County; a sale contract dated ____, recorded in Book ____, Page(s) ____, of the records of said County.

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described lands, the said Lessor(s), and each of them, does hereby assign and transfer to The Federal Land Bank of Omaha all rents, royalties, bonuses, payments, damages, and delay monies due or to become due in accordance with the provisions of said lease, under the following terms and conditions:

1. Notwithstanding this assignment, all sums payable under the described lease shall be paid to the parties entitled thereto according to the terms of said lease, without reference to this assignment until such time as The Federal Land Bank of Omaha shall notify the Lessee(s) or his assigns in writing requesting payment to said bank; and Lessor(s) hereby authorize and direct the said Lessee and his assigns upon the receipt of such notice to make payment of all such amounts to The Federal Land Bank of Omaha, in lieu of payment or deposit thereof as provided in said lease or otherwise.

2. All of said amounts when received by The Federal Land Bank of Omaha shall be applied, at the option of said bank, upon any of the debts secured by the above-described instruments, in such proportions as The Federal Land Bank of Omaha, in its sole discretion shall deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, or are due or not due; or said mortgagee may, at its option, turn over and deliver to the Lessor(s) and/or other parties entitled thereto, all or any part of said amounts, without prejudice to take and retain any future amount or amounts, and without prejudice to any of its other rights under said instrument(s).

3. This assignment is executed as additional security for the payment of the described mortgage and the note secured thereby; and upon payment in full of said mortgage debt, this assignment shall become inoperative and void. A satisfaction or release of said mortgage shall have the same force and effect as a full and complete release and reassignment by separate instrument of any interest acquired hereunder.

This agreement, the covenants, conditions, and agreements of which shall be binding upon the heirs, successors, and assigns of all parties mentioned herein, shall be and remain in full force and effect until the Lessee is notified by The Federal Land Bank of Omaha of the satisfaction of the mortgage debt or of the completed performance of the sale contract.

Dated January 29, 1981

Donald W. Rogers
Donald W. Rogers

Nellie P. Rogers
Nellie P. Rogers

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

On January 29, 1981 before me personally came Donald W. Rogers and Nellie P. Rogers, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was their free act and voluntary deed.

My commission expires January 5 1983.

Jean W Taylor
Notary Public in and for said County and State.

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all amounts due or to become due in connection with said lease shall be made in accordance with the provisions of said assignment.

WITNESS MY HAND _____.

_____

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } ss.
COUNTY OF _____ }

On _____, before me personally came _____ and _____, to me personally known, who being each by me duly sworn, did say that they are respectively the _____ and _____ of _____, the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and each acknowledged said instrument to be the free act and voluntary deed of said corporation.

My commission expires _____.

_____
Notary Public in and for said County and State.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

On January 30, 1981, before me personally came Thomas F. Stroock, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary deed.

JOYCE A. CABOT - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 22, 1984

My commission expires _____

_____
Notary Public in and for said County and State.

WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

In consideration of the foregoing assignment, the provisions of which are made a part hereof by reference, The Federal Land Bank of Omaha subordinates its mortgage(s) or title to and in favor of said lease only.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has caused this instrument to be executed by the officers authorized by its Board of Directors to execute instruments in its behalf and its corporate seal to be affixed hereto April 6, 1981.

THE FEDERAL LAND BANK OF OMAHA

By James E. Ludeman
James E. Ludeman Vice President

Attest: Twila Plate
Twila Plate, Asst. Secretary

THE FEDERAL LAND BANK OF OMAHA CHARTERED CORPORATE SEAL MARCH 8, 1917 IOWA-NEBRASKA-SOUTH DAKOTA-WYOMING

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On April 6, 1981, before me, Lorraine D. Adkins, a Notary Public in and for Douglas County, Nebraska, personally appeared James E. Ludeman, to me personally known, who being by me duly sworn did say he is a Vice President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and the said James E. Ludeman acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

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

My commission expires _____

GENERAL NOTARY - State of Nebraska
LORRAINE D. ADKINS
My Comm. Exp. Dec. 15, 1984

_____
Notary Public in and for Douglas County, Nebraska.
Lorraine D. Adkins

ASSIGNMENT OF PROCEEDS OF LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

TO

STATE OF _____ } ss.
COUNTY _____ }

This instrument was filed for record on the _____ day of _____, 19___, at ___ o'clock and ___ minutes ___ M., and duly recorded in Book _____, Page _____, of the records of said County.

_____
(Official title)

_____
Deputy

215

719

FIRST ORIGINAL

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL & GAS LEASE W 36440

DISTRICT LAND OFFICE Cheyenne, Wyoming

THIS AGREEMENT, made and entered into on the 29th day of NOvember A.D., 1977, by and between ROBERT B. MEE, a single man, hereinafter called Assignor, and L. ALICE COLLISTER AND MARY E. CATTERSON, as joint tenants, of P.O. Box 1482, Denver, Colorado 80201, hereinafter called Assignees:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to him in hand paid by said Assignees, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignees, their heirs, personal representatives and assigns, an overriding royalty interest equal to Two ----------percent (2 %) of all of the oil, gas, natural gasoline, and other products obtained from gas produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and Robert B. Mee, P.O. Box 11117, Salt Lake City, Utah 84147 as Lessee, bearing Wyoming Serial No. W 36440 on the following described lands situated in Sublette County, State of Wyoming to wit:

Township 32 North, Range 114 West, 6th P.M.
Section 26: S½
Section 27: W½, SE¼

Containing 800 acres

184189

RECORDED April 15 1981 1:30 PM
IN BOOK 61 Misc PAGE 219
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignees, their heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 29th day of November , 1977 .

Robert B Mee

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

On this 29th day of November A.D., 1977, before me personally appeared ROBERT B. MEE, a single man, 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.

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

My Commission Expires: 9/4/82

[redacted] [redacted]

[redacted]

WILLIAM B. COLLISTER
720 SECURITY LIFE BLDG.
1616 GLENARM PLACE
DENVER, COLORADO 80202

PLEASE INDICATE
RECORDING FEE 6.00

REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEES CERTIFY THAT

1. Assignees are over 21 years of age
2. Assignees are citizens of the United States
3. Assignees are individuals
4. Assignees are the sole parties in interest in this assignment
5. Filing fee of $10 is attached
6. Assignees' 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.

B. ASSIGNEES AGREE 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 , 197 .

_____
(Assignee's signature)

_____
(Assignee's signature)

_____
(Address, include zip code)

221

FIRST ORIGINAL

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL & GAS LEASE W 36440

DISTRICT LAND OFFICE CHEYENNE, WYOMING

THIS AGREEMENT, made and entered into on the 1st day of October, A.D., 1980 by and between L. ALICE COLLISTER, hereinafter called Assignor, and RONALD D. CATTERSON AND L. ALICE COLLISTER, as joint tenants, of 3120 Security Life Building, Denver, Colorado 80202, hereinafter called Assignees:

WITNESSETH:

That the undersigned Assignor for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable considerations, to her in hand paid by said Assignees, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignees, their heirs, personal representatives and assigns, an overriding royalty interest equal to Two percent (2 %), of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and Robert B. Mee of Salt Lake City, Utah

as lessee, bearing Wyoming Serial No. W 36440 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 32 North, Range 114 West, 6th PM
Section 26: S½
Section 27: W½, SE¼

Containing 800 acres

184190

RECORDED April 15 1981 1:30 P M
IN BOOK 61 O & G PAGE 221
FEES $6.00 Lou O Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignees, their heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 1st day of October, 1980.

L. Alice Collister
L. Alice Collister

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On this 1st day of October, 1980, before me personally appeared L. ALICE COLLISTER, 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.

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

My commission expires:

August 2 1982

Kathryn A. Aletrich
Notary Public

NOTARY PUBLIC STATE OF COLORADO

L-1255 1977-26

REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEES CERTIFY THAT

1. Assignees are over 21 years of age
2. Assignees are citizens of the United States
3. Assignees are individuals
4. Filing fee of $10.00 is attached
5. Assignees' 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.

B. ASSIGNEES AGREE 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 DEC 2 8 1980, 198____.

Ronald D. Catterson

L. Alice Collister

3120 Security Life Building
Denver, Colorado 80202

223

Form Approved
Budget Bureau No. 42-R

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

80- 0985

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

I WALTER C. BLACK
(Name of Applicant)
925 Waverley Street
(Number and Street)
Palo Alto, CA 94301
(City and State)

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

2. Land requested

SUBLETTE (County) | COMMON SCHOOL (Fund)

T. 36 N., R. 111 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List: 363

Sec. 16 All

Total Area 640.00 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) (Fund)

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

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

Total Area Acres

4. Amount remitted: Filing Fee $ 15.00

Advanced Rental (To be computed at $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 substitution 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 September, 19 80

Lessee WALTER C. BLACK (Lessee Signature)

(Lessee Signature)

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

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

Signed on OCT 15 1980

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

By

Commissioner of Public Lands - Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

EFFECTIVE DATE OF LEASE October 2, 1980

Examined:

OCT 19 PM 12 15

SEC. 2. 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 land leased, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, communications, pipelines, reservoirs, tanks, pumping stations or other structures necessary to lessee's operations hereunder, power sites, flowage rights or easements, together with the right to use, free of royalty, water produced from said land for lessee's operations hereunder, except water from the wells of lessee or domestic or stock wells of surface owners, in such quantities as will not unreasonably deplete the underground water supply or interfere with production from wells on said land. Lessee shall have the right at any time during the term of this lease or within a reasonable time thereafter to remove all machinery, fixtures, houses, buildings and improvements placed on said land by lessee, including the right to pull or remove casing. Lessee shall not be required to drill any well or to produce oil or gas from any well after such oil or gas has ceased to be produced in paying quantities.

SEC. 3. TERM AND RENTALS.

(a) TERM. This lease is issued for a term of ten (10) years and so long thereafter as oil or gas is produced from said land in paying quantities, or so long as lessee is engaged in drilling or reworking operations thereon, subject to the provisions hereof and of the Rules and Regulations of the Board of Land Commissioners of the State of Wyoming governing oil and gas leases issued upon the payment of all rentals and royalties accruing to the lessor under the lease 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 when the lessee occupies the surface of which has been sold or otherwise leased. Each of the lands furnished prior to the development of the lands contained in this lease may be leased in such reasonable amounts as the lessor may deem desirable 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, WY, 82002.

(c) DELAY RENTALS. Prior to the discovery of oil or gas in paying quantities on the land leased, or the assignment of a portion thereof, as provided by law, lessee shall pay to lessor on or before the anniversary date of this lease, the sum of $1.00 per acre or fraction thereof. The failure to pay rental on or before such anniversary date shall not automatically terminate the lease by operation of law. If the time for payment falls on a day on which the State Land Office is closed, payment shall be deemed timely if made on the next 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 land is 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 gases, except helium and elements produced or extracted therefrom, including sulphur, nitrogen, carbon dioxide and helium, a royalty, as shall be reasonably 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 gas at the well 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 royalty gas from the same field.

In cases where natural gas is produced and the natural gas gasoline is extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed as such, or in the event constituents constitute a separate commodity, and a royalty shall be paid thereon as herein 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 stimulation of the production of oil or secondary recovery purposes shall be royalty free.

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

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

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

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

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

(g) DEVELOPMENT. To develop and operate the land leased with all reasonable diligence and in accordance with the Rules and Regulations of the Board of Land Commissioners, and to comply with all other reasonable orders and requirements of the Board governing the drilling and operation of oil and gas wells, the amount and production of oil, gas and natural gasoline and other products produced and sold from the land leased, and the disposition of the products thereof, as hereinafter provided.

SEC. 4. TAXES AND LAWS.

(a) TAXES. To pay all taxes lawfully assessed and levied under the laws of the State of Wyoming upon the production of oil and gas from said land, or upon the proceeds thereof, or upon the improvements, oil and gas rights, royalties, rentals, personal property or other interests on said land controlled or owned by the lessee, and to pay all taxes assessed and levied under the laws of the State of Wyoming on or in respect to all property on said land belonging to the lessee, or used in connection with the lessee's operations thereon.

(b) COMPLIANCE WITH LAWS AND REGULATIONS. To fully and faithfully comply with all applicable laws of the State of Wyoming and all valid rules, regulations and orders promulgated thereunder, and all valid rules, regulations and orders of the Board of Land Commissioners not inconsistent with the express provisions hereof, heretofore or hereafter adopted.

SEC. 5. TERMINATION OF LEASE.

(a) This lease may be terminated at any time with respect to any part of the land then embraced herein by the lessee's delivery to the Board of a written relinquishment, effective as of the date of filing thereof, subject to the continued obligation of the lessee and his surety to make payment of all royalties and to perform all obligations for the operation and maintenance of wells, pipelines, and other improvements on the lands covered by this lease or the portion thereof relinquished, to the satisfaction of the Board.

(b) Upon the expiration of this lease or the forfeiture hereof as provided for herein, or upon the cancellation, in whole or in part, of this lease for breach of any of the terms, conditions and stipulations hereof, the lessee, his heirs, successors or assigns, shall have the right at any time within a period of ninety (90) days thereafter to remove from the premises all machinery, fixtures, houses, buildings and improvements of every kind and character placed thereon by the lessee, his heirs, successors or assigns, except such as may be necessary for the care and preservation of the premises or for the conservation of the oil or gas deposits, and except also such as the lessee, his heirs, successors or assigns, may be required to remove or dispose of by the Board 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 the lease may be disposed of pursuant to the above statutes.

SECTION 6. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentations, or for the use of the land for unlawful or illegal purposes, or for the violation of any of the covenants of the lease upon proper proceedings had in that behalf, provided that the lessee shall default in the performance of any of the terms, covenants and stipulations hereof, or the general regulations promulgated by the Board of Land Commissioners and in force at the date hereof, the lessor shall serve notice of such failure or default upon the lessee by personal service or by certified mail addressed to the lessee at his last known post office address, and 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 this lease forfeited and void, whereupon all rights and privileges granted hereby to the lessee hereunder shall terminate and become void, unless the lessor may elect to continue to hold the lessee liable for the payment of rentals and royalties, and the lessee, his heirs, successors or assigns, may enter and take possession of said premises and remove all machinery, fixtures, houses, buildings and improvements from 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 default shall not prevent the cancellation and forfeiture of this lease for any other cause or default or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT. At any time during the term hereof this lease may be relinquished in the manner provided by law as to all or any legal subdivision of the land then held hereunder.

(a) If no operations have been conducted on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment, in triplicate, duly signed and acknowledged, stating that no operations have been conducted on the land covered by the relinquishment so filed, that the same is surrendered to the lessor as of the 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 executed by lessee stating therein that operations have been conducted on the said land. The relinquishment shall describe the land to be relinquished and the wells thereon shall have been plugged in a manner acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to the date of such relinquishment becoming effective shall be payable by lessee, and 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 be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each and every obligation of this lease 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, the rentals and royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and subject to authority conferred by Title 35, Wyoming Statutes 1957, as to the State and School Lands and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

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 October, A. D. 19 80.

SEAL

OSCAR E. SWAN
COMMISSIONER OF PUBLIC LANDS

134223

RECORDED April 17 1981 10:20 A.M.
IN BOOK 61 Misc
PAGE 223
FEES $ 5.00 Fancy Yake
COUNTY CLERK
ALBANY COUNTY, LARAMIE, WYOMING
by Deputy

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W 46561

Date 8-1-74

FOR BLM OFFICE USE ONLY

Assignment No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignor's Name

W. A. MONCRIEF

Address (Number and Street)

Lonnelef Building;
Ninth at Commerce
Fort Worth, Texas 76102

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 3101.2-4)

Township 28 North, Range 111 West

Section 5: SE/4 NE/4

Containing 40.00 acres more or less
Sublette County, Wyoming

184269

RECORDED August 1, 1974
BOOK 61 Misc.
PAGE 226
COUNTY Sublette
STATE WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	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 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 per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 29th day of October, 1980

WOODS PETROLEUM CORPORATION

Larry L. Miles, Vice President
(Assignee's Signature)

ATTEST:

Leroy Ussery, Secretary

500 National Foundation West Building
3555 N. W. 58th. Street
(Assignor's Address)

Oklahoma City, OK 73112
(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 JAN 1 1981

By Glenna W. Dane
(Authorized Officer)

Chief, Branch of Fluid Minerals
(Title)

APR 8 1981
(Date)

006801

FOR CLAIMANT

226

227

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 26th day of November, 1980.

W. A. Moncrief

(Assignee's Signature)

W. A. MONCRIEF
Moncrief Bldg. - Ninth at Commerce
Ft. Worth, TX 76102
(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 OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29TH. day October, 19 80, personally appeared Larry L. Miles 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

Mike Pruitt, Notary Public

(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–R1509

Lease Serial No. W 39376

Lease effective date
5-1-73

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
W. A. MONCRIEF

Address (include zip code)
Moncrief Building
Ninth at Commerce
Fort Worth, Texas 76102

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

Section 9: W/2 NE/4, W/2, NW/4 SE/4

Containing 440.00 acres more or less
Sublette County, Wyoming

184270

RECORDED April 20 1981 1:00 P. M.
IN BOOK 61 Misc. PAGE 228
Fee $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.2%

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 29th day of October, 19 80

WOODS PETROLEUM CORPORATION

(Assignor's Signature)

Larry L. Miles, Vice President

ATTEST:

Leroy Dissery, Secretary

500 National Foundation West Building
3555 N. W. 58th. Street
(Assignor's Address)

Oklahoma City, OK 73112
(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 JAN 1 1981

By (Authorized Officer)

006879

ASSIGNEE'S COPY

Chief, Oil & Gas Section
(Title)

APR 8 1981
(Date)

11235-1

NOTE: Extra copy may be prepared provided that copies are exact reproductions on one side of both sides of this official form

FOR CLAIMANT

228

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 26th day of November, 19 80.

W. A. MONCRIEF
(Assignee's Signature)

W. A. MONCRIEF (Assignee's Address)
Moncrief Bldg. - Ninth at Commerce
Ft. Worth, TX 76102
(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 OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29TH. day October, 19 80, personally appeared Larry L. Miles, 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

(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 38072

Lease effective date 2-1-73

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

W. A. MONCRIEF

Address *(include zip code)* Moncrief Building
Ninth at Commerce
Fort Worth, Texas 76102

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

Section 2: Lots 14, 15
Section 3: Lots 15, 17, 18
Section 4: Lot 10
Section 9: NE/4 NE/4, SE/4 SE/4
Section 15: W/2
Section 27: NE/4, NE/4 NW/4
Section 28: Lot 5

184271

RECORDED April 20 1981 1:00 P.M.
IN BOOK 61 Misc PAGE 230
FEES $6.50 Dan J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Allen

Containing 770.69 acres more or less
Sublette County, Wyoming

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.2%

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 29th day of October, 19 80.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)

Larry L. Miles, Vice President

ATTEST:

Leroy Lowery, Secretary

500 National Foundation West Building
3555 N. W. 58th. Street
(Assignor's Address)

Oklahoma City, OK 73112
(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 JAN 1 1981

By Alma M. Lane
(Authorized Officer)

006878

ASSIGNEE'S COPY

Chief, Oil & Gas Section
(Title)

APR 8 1981
(Date)

11234-1

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

231

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 **26th** day of **November**, 19 **80**.

(Assignee's Signature)

W. A. MONCRIEF
(Assignee's Address)
Moncrief Bldg. - Ninth at Commerce
Ft. Worth, TX 76102
(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 OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29TH. 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

(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 OVERRIDING ROYALTY

This Overriding Royalty Assignment is made this 19th day of March, 1981, between KENAI OIL AND GAS INC., 2000 Energy Center One, 717 - 17th Street, Denver, Colorado 80202, hereinafter referred to as "Assignor," and JOSEPH R. MAZZOLA, 240 Hemlock, Broomfield, Colorado 80020, hereinafter referred to as "Assignee."

In consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and sets over unto Assignee, an overriding royalty interest of 1% of 8/8ths of all of the oil, gas and other hydrocarbons produced, saved and marketed from each of the oil and gas leases described below, only as to the lands described, free and clear of all costs or expense to Assignee, except that Assignee shall pay all taxes attributable to the interest assigned. This Assignment of Overriding Royalty is made subject to all the terms and conditions of the said leases.

U.S. Oil and Gas Lease W-56723 dated December 1, 1976, with Western Interstate Energy, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming: 10W-3605

Township 29 North, Range 106 West, 6th P.M.
Section 25: SE¼

Containing 160.00 acres, more or less.

U.S. Oil and Gas Lease W-59055 dated June 1, 1977, with Chester L. Pringle as Lessee, covering the following described lands in Sublette County, Wyoming; 6W-3607

Township 28 North, Range 103 West, 6th P.M.
Section 3: Lots 1,2,3,4, SW¼, E½SE¼
Section 6: Lots 1,2,3,4,5,6, E½SW¼
Section 7: Lots 1,2,3,4
Section 18: Lots 1,2,3,4

Township 29 North, Range 103 West, 6th P.M.
Section 33: All
Section 34: NE¼SE¼, S½SE¼

Township 28 North, Range 104 West, 6th P.M.
Section 1: Lots 1,2,3,4
Section 2: Lots 1,2,3,4

Containing 1944.30 acres, more or less

The overriding royalty interest herein conveyed is conveyed out of the lessee's interest owned by Assignor.

ATTEST:

Patrick J. De Niro, Asst. Sec'y.

KENAI OIL AND GAS INC.

By: William M. Booth, Jr., President

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

The foregoing instrument was acknowledged before me this 19th day of March, 1981, by William M. Booth, Jr., as President of Kenai Oil and Gas Inc.

WITNESS my hand and official seal.

My Commission Expires March 6, 1983

My Commission Expires:

Marilyn Mueller
Notary Public

184272

RECORDED April 20 1981 1:00 P M
IN BOOK 61 Misc PAGE 232
FEES $5.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

12W-3605
6W-3607

232

233

RIGHT OF WAY 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 30 feet in width. 60 Feet For Construction.

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.
NE¼NE¼	31	27 North	112 West	6th P.M.

184290

RECORDED April 20 1981 2:00 P M
IN BOOK 61 Misc. PAGE 233
Mrs. Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Keene

REGISTER NO. 01713

WITNESS THE EXECUTION HEREOF THE 31st DAY OF March 1981, A.D.

by Eleanor Barlocchi
Witness to Signature(s)

Freda DeGraw
Mrs. Freda Degraw

Project Name: Big Piney G.S.
Belco-GRBU #75-31
W/O 17456 Dwg. No. Topo
R/W 80 [redacted] Grant No. 1 [redacted]

(Acknowledgment for Wyoming)

STATE OF Wyoming

COUNTY OF Lincoln

On this day of 31st of March, 19 81, before me personally appeared

Freda DeGraw and

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires: Oct 18, 1984

Notary Public in and for Lincoln County, State of Wyoming

FORM NWP 1091—2 (2-74)

REGISTER NO. 01713

235

RIGHT OF WAY 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.
SW¼NE¼	17	27 North	112 West	6th P.M.

184291

Recorded 20 1981 2:00 P.M.
Book 61 Misc
Page 235
Sublette County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Clarke

REGISTER NO.

WITNESS THE EXECUTION HEREOF THE 31 DAY OF March 1981, A.D.

by Glenn Bartlett
Witness to Signature(s)

Joseph N. Bird

Alice McGinnis Schaffer
Alice McGinnis Schaffer

Project Name:

W/O 20219 Dwg. No. Topo

R/W [redacted] Grant No.

[redacted]

STATE OF

COUNTY OF

On this 31st day of March, 19 84, before me personally appeared Alice M. Hansen Schaffer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his)(her) free act and deed.

My Commission expires:

Oct 18, 1984

Notary Public in and for Lincoln County, State of Wyoming

NOTARY PUBLIC LINCOLN COUNTY, WYO.

REGISTER NO. 5112

Producers 88 Spec.- U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 10th day of March, 19 81 by and between
Ralph E. Conwell, a widower
P.O. Box 99
Henderson, Nevada 89015
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 33 North, Range 111 West, 6th P.M.
Section 1: Lot 3(39.86 ac.), Lot 4(39.81 ac.), $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$
Section 2: Lot 1(39.82), Lot 2(39.89), Lot 3(39.97), $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Township 34 North, Range 111 West, 6th P.M.
Section 35: $E\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Less tracts containing 12.68 acres, m/l, described in Warranty Deed dated December 1, 1947 between Ralph E. Conwell et ux and Eugene Pfisterer and John Jake Pfisterer, recorded in Book of Deeds 5, at Page 166 in Sublette County

of Section ---- Township ---- Range ---- and containing 906.67/five (5) 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 National Bank at ~~Hudson~~ Henderson, Branch, Henderson, Nevada 89015, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Nine Hundred Six and 67/100---------- 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:

Patricia A Rybarger

Ralph E. Conwell (SEAL)
Ralph E. Conwell

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF NEVADA
COUNTY OF CLARK } ss.

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

BEFORE ME, the undersigned a Notary Public, in and for said County and State, on this day of April 15, 1981 personally appeared Ralph E. Conwell, 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 [illegible] Notary Public.

[illegible] State of Nevada
COUNTY OF CLARK
[illegible] April 21, 1982

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 22nd day of April, 1981, at 8 o'clock A. M., and duly recorded in Volume 61 Oil Page 337 of the records of this office.

County Clerk.

By Deputy.

Return to

$6.00

When recorded return to

184332

KINTZEL BLUE PRINT CO., CASPER, WYOMING

232

239

Producers 88 Spec.-- U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 17th day of March, 19 81 by and between
Glade J. Wasden, a married man dealing with his sole and separate property;
Rex J. Wasden, a married man dealing with his sole and separate property,
Route #2, P.O. Box 154
of Rexburg, Idaho 83440, 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 33 North, Range 108 West, 6th P.M.
Section 6: Lots 2(40.38), 4(39.74), 5(39.62), 6(39.58), 7(39.53), SE¼NW¼, NE¼SW¼, SW¼NE¼
Township 33 North, Range 109 West, 6th P.M.
Section 1: Lot 1(40.01), SE¼NE¼
Section 12: SW¼NE¼, E½NW¼ less the West 330 feet of the East 390 feet of NE¼NW¼, NE¼SW¼

5 (five)

of Section --- Township --- Range --- and containing 542.01 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 Valley Bank at Rexburg, Idaho 83440, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Five Hundred Forty-two 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:

Glade J. Wasden (SEAL)
Glade J. Wasden

(SEAL)

Rex J. Wasden (SEAL)
Rex J. Wasden

(SEAL)

(SEAL)

184333

RECORDED April 22 1981 at 1:21 P.M.
IN BOOK 61 Oil & G PAGE 239
FEES 6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF IDAHO
COUNTY OF MADISON COUNTY } ss.

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

BEFORE ME the undersigned a Notary Public, in and for said County and State, on this day of April, 19 81 personally appeared Glade J. Wasden, a married man dealing with his sole and separate property; Rex J. Wasden, a married man dealing with his sole and separate property,

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 [illegible]

_____ 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 _____ }
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

340

241

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

ROYALTY ASSIGNMENT

This assignment made and entered into this 29th day of January, 19 81,

by and between Betty L. Mathis and Bill Mathis, her husband, and Nugent T. Brasher

herein referred to as assignor, (whether one or more) and Machelle Mathis Knight, 2813 Northwest, Hobbs, New Mexico 88240 and Warren D. Barton, Trustee, P. O. Box 1964, Midland, Texas 79702 (in equal shares)

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 6.25% of 8/8 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:

184350

T-36-N, R-111-W, 6th Prin. Mer.
Section 28: All
Section 29: All
Section 32: All Section 33: All
containing 2560 acres, more or less

RECORDED April 23 1981 7:00 A
IN BOOK 61 O & G PAGE 241
4:50 Lois J Yake COUNTY
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy McClure

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 Betty L. Mathis, as lessee, bearing No. W-63824 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 U.S.A. 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. The above named Assignee shall own this overriding royalty in equal shares, each owning a 3.125% of 8/8 overriding royalty interest.

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.

Nugent T. Brasher
Nugent T. Brasher

Betty L. Mathis
Betty L. Mathis

Bill Mathis
Bill Mathis

STATE OF TEXAS
County of MIDLAND } ss.

On this 29th day of January, 19 81, before me personally appeared Betty L. Mathis, Bill Mathis and Nugent T. Brasher to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that he y executed the same as their free act and deed.

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

NOTARY PUBLIC STATE OF TEXAS

My commission expires March 12, 1984

Joyce Gillis
Joyce Gillis Notary Public

STATE OF
County of } ss.

I hereby certify that this instrument was filed for record on the day of A. D., 19 at o'clock; m., and duly recorded in Book Page of the records, of said County.

County Clerk

By , Deputy

Rec. No. Fees, $

Return to

Producers 88 Spec. ...
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 14th day of April, 19 81 by and between
Richard R. Noble and Helen Louise Noble, husband and wife
P.O. Box 25
Cora, Wyoming 82941
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

Township 34 North, Range 110 West 6th P.M.
Section 2: Lot 3 (37.46), Lot 4 (37.52), $S\frac{1}{2}NW\frac{1}{4}$
Section 3: Lot 1 (37.38), Lot 2 (37.04), $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$
Section 10: $NE\frac{1}{4}NW\frac{1}{4}$ less a two acre tract in the NE corner described in the Sublette County Court House Records in Book of Deeds 9, Page 413, $SE\frac{1}{4}SW\frac{1}{4}$
Section 11: $W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$

of Section XXX Township XXX Range XXX and containing 1097.40 acres, more or less.

It is agreed that this lease shall remain in force for a term of XX five years from XXXXXX 12-4-81 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 XXXXXXXXX 15% of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such XXXXXXX 15% 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% 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 XXXXXXXXXXXXXX amount equal delay rental 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, XXXXXXX 15% 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 XXXXX 12-4-81 hereof, this lease shall terminate as to both parties, unless the lessee on or before XXXX 12-4-82 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 Thousand Ninety Seven and 40/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from XXXXXX 12-4-81. 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 pipelines below plow depth.

No well shall be drilled nearer than XXX 500 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 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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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 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.

Addendum attached to and made a part hereof

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

184351
April 23 81 9:00 A.
BK 61 O & G PAGE 242
FEES $ 8.00 Laird Yark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLuis

(signature) (SEAL)
Richard R. Noble
(SEAL)
(signature) (SEAL)
Helen Louise Noble
(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 14th day of April, 1981, personally appeared Richard R. Noble and Helen Louise Noble, 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.

PETER I. WOLD - Notary Public
County of Natrona
State of Wyoming
My Commission Expires September 15, 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, September 15, 1984

Peter I. Wold
Peter I. Wold 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 personal appeared ....., to me personally known, who, being me duly sworn, did say that he is the ..... of .... and that the seal affixed to said instrument is the corporate seal of said corpor tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and sa ..... 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 & CASPER

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

.....

.....

STROOCK, ROGERS & DYMOND
P. O. BOX 2875
CASPER, WYOMING
82602

THOMAS F. STROOCK
WILLIAM T. ROGERS
SHIRLEY M. DYMOND

SUITE 3-A
MINERAL RESOURCE CENTER
139 WEST SECOND
PHONE (307) 234-8925

ADDENDUM

This rider is attached to and made a part of that Oil and Gas Lease dated April 14, 1981, executed by Richard R. Noble and Helen Louise Noble, husband and wife, lessors, and Thomas F. Stroock, lessee.

In the event of the commencement of a drilling operation or the construction of a roadway upon the leased premises, the Lessee shall:

(A) Consult with Lessor as to the location of the drillsite or roadway and as to the timing to the end that insofar as may be reasonably possible any undue interferrence with Lessors ranching operations will be avoided or minimized;

(B) So plan and construct its pits or tanks for the containment of oil, water, mud or other waste material, that the same are reasonably considered to be leak-proof and proper and in accordance with all applicable laws and regulations; and

(C) Upon completion, properly level the land and restore the leased premises to their former condition, as nearly as may be practicable, unless Lessor desires that the roadway be left for Lessors use.

Lessee shall not drill seismic holes within 1,000 feet of any existing water wells of the Lessor, unless Lessor shall give written permission to such closer drilling, and all seismic holes shall be properly plugged in accordance with existing laws and regulations.

Signed for identification

Richard R. Noble

Helen Louise Noble

245

Producers 88 Spec. - U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 2nd day of April, 19 81 by and between

James A. Greenwood and Tharon M. Greenwood, husband and wife;
Michael R. Nystrom and Patricia Nystrom, husband and wife
of P.O. Box 188, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of PO 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

Township 34 North, Range 110 West
Section 4: W½SW¼
Section 5: Lot 4, S½NW¼, SW¼NE¼, N½SE¼, SE¼SE¼
Section 6: Lots 1, 2, 3, S½NE¼, SE¼NW¼, NE¼SW¼, N½SE¼
Section 8: N½NE¼
Section 9: NW¼NW¼, SE¼NW¼, E½SW¼
Section 17: SE¼NE¼

Township 35 North, Range 110 West
Section 31: SE¼, E½W½
Section 32: W½SW¼

18435

RECORDED: Grant 23 1981 9:00A
IN BOOK 61 Misc PAGE 245
FEES 2.00 Lois J Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Ann Patterson

of Section XXX Township XXX Range five XXX and containing 1394.67 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 State Bank Bank at Big Piney, Wyoming 83113, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Thousand Three Hundred Ninety Four and 67/100- 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~~ 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.

[redacted]

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.

Lessees agree that should Lessor's own a greater portion of mineral interests, ~~Lessees~~ agree to pay difference at the agreed upon rate for both bonus and delay rentals.

In Testimony Whereof, We Sign, as of the day and year first above written.

In the Presence of:

James A. Greenwood (SEAL)
James A. Greenwood

Michael R. Nystrom (SEAL)
Michael R. Nystrom

Tharon M. Greenwood (SEAL)
Tharon M. Greenwood

Patricia Nystrom (SEAL)
Patricia Nystrom

(SEAL)

(SEAL)

(SEAL)

347

NWE 88 (1)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of January, 19 81
by and between Sally Louise Noble Kidd (formerly Sally Louise Noble), and David Thomas Kidd, wife and husband
of 2076 Willow Creek Rd. Casper, Wyoming 82601, hereinafter called lessor (whether one or more) and
Northwest Exploration Company
of P.O. Box 5800 Terminal Annex Denver, Co., hereinafter called lessee:

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

TOWNSHIP 36 NORTH, RANGE 114 WEST

Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST

Section 33: SE¼SW¼, NE¼SE¼, S½SE¼

Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

184353

-460.90-

RECORDED April 13 1981 9:00A
IN BOOK 61 Oil & Gas
PAGE 347
Sublette COUNTY CLERK
by D M Lewis

and containing 460.90 acres, more or less. It is agreed that this lease shall remain in force for a term of Five (5) years from ~~date~~ April 4, 1981, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 4th. day of April, 19 82, 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 Western National Bank at Casper, Wyoming 82601 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***Four Hundred Sixty 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.

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

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

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, ~~or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas~~. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances ~~and development and operation on any portion of a unit so pooled~~, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

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

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 April, 19 81 personally appeared James A. Greenwood

and Sharon M. Greenwood, 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 Commission Expires Sept. 15, 1984

Notary Public.

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 April, 19 81, personally appeared Michael R. Nystrom

and Patricia Nystrom, 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 14, 1983

Karen K. Kreiner

Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

My Commission expires: _____

_____
Notary Public

KINTZELE 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

946

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

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

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

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

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

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

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

Sally Louise Noble Kidd (SEAL)

(SEAL)

(SEAL)

(SEAL)

David Thomas Kidd (SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Natrona

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of January, 1981, personally appeared Sally Louise Noble Kidd and David Thomas Kidd, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Dorothy L. Butler, Notary Public
My Commission Expires Dec 15 1984

Notary Public

County of Natrona
State of Wyoming
My Commission Expires Dec. 15, 1984

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

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

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

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

My Commission Expires .....

Notary Public

OIL AND GAS LEASE

FROM .....

TO .....

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

No. of acres .....

Term .....

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

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

County Clerk—Register of Deeds.

By ..... Deputy.

When Recorded
Return to .....

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

On this ..... day of ....., 19....., before me appeared .....

....., to me personally known, who, being by me duly sworn, did say that he is .....

President of ....., and that the seal affixed to the foregoi instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board Directors; and said ..... acknowledged said instrument to be the fr act and deed of said corporation.

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

My Commission Expires .....

Notary Public

.....

5/45

247

NWE 88 (1)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of January, 1981
by and between Robert Charles Noble and Arlene R. Noble, husband and wife

of 6392 1130 East Salt Lake City, Utah 84121, hereinafter called lessor (whether one or more) and
Northwest Exploration Company
of P.O. Box 5800 Terminal Annex Denver, Co., hereinafter called lessee:

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

TOWNSHIP 36 NORTH, RANGE 114 WEST

Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST

Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

184354

April 23 1981 9:00 A
247
61 Rec'd
Lou Yake
Recorder
by D McClure

-460.90-

and containing April 4, 1981 acres, more or less. It is agreed that this lease shall remain in force for a term of five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 4th. day of April, 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 United Bank at Murray, Utah 84107 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***Four Hundred Sixty 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.

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

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

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, ~~or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas.~~ Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances ~~and development and operation on any portion of a unit so pooled~~ including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

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

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

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

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

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

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

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

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

x Robert Charles Noble (SEAL)

Robert Charles Noble (SEAL)

(SEAL)

(SEAL)

x Arlene R. Noble (SEAL)

Arlene R. Noble (SEAL)

(SEAL)

(SEAL)

STATE OF Utah }
COUNTY OF Salt Lake } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of January, 19 81, personally appeared Robert Charles Noble and Arlene R. Noble, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Jan 21, 1983

x Notary Public

STATE OF }
COUNTY OF } SS.

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

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

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

My Commission Expires .....

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

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

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

By .....
Deputy.

When Recorded
Return to .....

County Clerk—Register of Deeds.

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19....., before me appeared .....

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

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

My Commission Expires

.....

Notary Public

251

NWE 88 (1)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of January, 19 81
by and between Colleen Noble, a widow, individually and Colleen Noble as Guardian of: Kelly Don Noble, David Vereen Jessop, Cindy Jessop Spencer, minor children.
of Box 222 Grace, Idaho 83241, hereinafter called lessor (whether one or more) and
Northwest Exploration Company
of P.O. Box 5800 Terminal Annex Denver, Co., hereinafter called lessee:

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

TOWNSHIP 36 NORTH, RANGE 114 WEST

Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST

Section 33: SE¼SW¼, NE¼SE¼, S½SE¼
Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

April 23 81 9:00 AM
Book 61 Page 251
Lincoln County, Wyoming

184355

-460.90-

and containing April 4, 1981 acres, more or less. It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 4th. day of April, 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 Bank and Trust of Idaho Bank at Soda Springs, Idaho 83276 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***Four Hundred Sixty 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.

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

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

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, ~~or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas~~. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances ~~and development and operation on any portion of a unit so pooled,~~ including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

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

Compli[redacted]any now or hereafter existing act, bill or stat[redacted]ing to be enacted by any Federal or State [redacted]authority, or with orders, judgm[redacted]s, rules, regulations made or promulgated b[redacted] Federal courts, State or Federal offices, board[redacted]s 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 lea[redacted] or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

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

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

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

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

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

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

Colleen Noble (SEAL) ..... (SEAL)

Colleen Noble (SEAL) ..... (SEAL)

..... (SEAL) ..... (SEAL)

Social Security No: 528-32-8856 (SEAL) ..... (SEAL)

STATE OF Idaho }
COUNTY OF Bingham } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of ....., 1981, personally appeared Colleen Noble and ....., to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 2-14-82

Notary Public

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

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

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

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

My Commission Expires .....

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County .....

Term .....

No. of acres .....

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

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

By .....

County Clerk—Register of Deeds.

Deputy.

When Recorded
Return to .....

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19....., before me appeared .....

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

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

My Commission Expires .....

Notary Public

252

NWE 88 (1)

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of January, 19 81

by and between Kenneth Vance Noble Jr. and Dorothy A. Noble, husband and wife

of 1033 Highland Elko, Nevada 89801, hereinafter called lessor (whether one or more) and

of Northwest Exploration Company
Box 5800 Terminal Annex Denver, Co., hereinafter called lessee

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

TOWNSHIP 36 NORTH, RANGE 114 WEST

Section 2: Lot 1(30.52), 2(30.38), SW¼NE¼, SE¼NW¼

TOWNSHIP 37 NORTH, RANGE 113 WEST

Section 33: SE¼SW¼, NE¼SE¼, S½SE¼

Section 34: N½NW¼, SW¼NW¼, NW¼SW¼

184356

-460.90-

and containing April 4, 1981 acres, more or less. It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 4th. day of April, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank of Nevada, Main Branch Bank at Elko, Nevada 89801 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***Four Hundred Sixty 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.

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

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

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease ~~or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas~~. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances ~~and development and operation on any portion of a unit so pooled,~~ including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

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

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

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

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

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

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

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

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

X Kenneth Vance Noble Jr. (SEAL)
Kenneth Vance Noble Jr. (SEAL)
(SEAL)
(SEAL)
(SEAL)

X Dorothy A. Noble (SEAL)
Dorothy A. Noble (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Nevada }
COUNTY OF Elko } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of January, 19 81, personally appeared Kenneth Vance Noble Jr. and Dorothy A. Noble, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires October 11 1981

FLORENCE M. STEWART
Notary Public - State of Nevada
Elko County
My Commission Expires Oct 11, 1981

Florence M. Stewart
Notary Public

STATE OF }
COUNTY OF } SS.

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

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

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

My Commission Expires .....

Notary Public

OIL AND GAS LEASE

FROM .....

TO .....

Dated .....

Lot ..... Block ..... Addition ..... , 19.....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

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

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

County Clerk—Register of Deeds.

By .....

Deputy.

When Recorded
Return to .....

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19....., before me appeared .....

....., to me personally known, who, being by me duly sworn, did say that he is .....

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

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

My Commission Expires

.....

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, JOHN W. BUFFINGTON and DONNA R. BUFFINGTON, Co-Trustees of the John W. Buffington Trust dated December 7, 1980, hereinafter called "Assignor," for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

JOHN W. BUFFINGTON TRUST
DATED DECEMBER 7, 1980
7844 South Vance Court
Littleton, Colorado 80123

hereinafter called "Assignee," all of Assignor's overriding royalty interest of all oil, gas and casinghead gas produced, saved and marketed from the Oil and Gas Leases, or any extensions or renewals thereof, described in Schedule "B" attached hereto and made a part hereof.

Said overriding royalty interest herein assigned shall be free and clear of all drilling, developing and operating costs and expenses excepting taxes that may be applicable thereto, and shall be over, above and in addition to any previously reserved or conveyed overriding royalty interests.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 2nd day of April, 1981.

John W. Buffington
JOHN W. BUFFINGTON

Donna R. Buffington
DONNA R. BUFFINGTON

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 2nd day of April, 1981, before me, a Notary Public, in and for said County and State, came the above named JOHN W. BUFFINGTON and DONNA R. BUFFINGTON, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged that they executed the above instrument as their free and voluntary act and deed for themselves for the uses and purposes therein set forth.

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

J. Livingston
J. Livingston, Notary Public

My Commission Expires:
3-14-85

J. LIVINGSTON NOTARY PUBLIC STATE OF COLORADO

184357

RECORDED April 23 1981 9:00 A.M.
IN BOOK 61 Misc PAGE 254
FEES $28.75 Nancy York COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

Schedule B

Sublette County, State of Wyoming

ASE NO.	LESSOR	ORR INTEREST ASSIGNED	DATE	DESCRIPTION
[redacted]2	USA W-34971	.375%	6/1/72	TOWNSHIP 32 NORTH, RANGE 113 WEST, 6th P.M. Section 10: S/2NE/4, SE/4NW/4, E/2SW/4, N/2SE/4 Section 15: S/2NE/4, NE/4NE/4, NW/4NW/4, SE/4
4943	USA W-40983	.5%	9/1/73	TOWNSHIP 32 NORTH, RANGE 113 WEST, 6th P.M. Section 27: W/2NE/4
4943-1	USA W-53519	.5%	9/1/73	TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SE/4
5572	USA W-0318327	.325%	8/1/65	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. Section 34: SE/4
5589-1	USA W-20517	.325%	3/1/67	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 4: Lots 1-4
5597	USA W-5570	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 3: S/2NW/4
[redacted]98	USA W-5714	.325%	6/1/67	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. Section 4: Lots 1-4, S/2N/2, S/2 Section 5: Lots 1-4, S/2N/2, S/2
-5604	USA W-7306	.325%	8/1/67	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. Section 35: E/2
-5608	USA W-9563	.325%	12/1/67	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 15: SE/4SE/4
-5611	USA W-11591	.325%	4/1/68	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 4: S/2N/2
-5622	St. of Wyo. 73-11027	.4375%	1/2/73	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 16: All
[redacted]				

Sublette County, State of Wyoming

LEASE NO.	LESSOR	ORR INTEREST ASSIGNED	DATE	DESCRIPTION
D-5632	USA W-0318323	.325%	7/31/65	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 10: S/2 Section 1: SW/4, NW/4SE/4, S/2SE/4 Section 13: N/2
D-5635	USA W-12553	.325%	6/1/68	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 24: NW/4
D-5641	USA W-0319864	.3125%	11/1/65	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. Section 33: NE/4
D-5642	USA W-0320797	.3125%	12/1/65	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 23: S/2 Section 26: N/2, SW/4, N/2SE/4, SW/4SE/4
D-5687	USA W-5089	.325%	5/1/67	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. Section 33: SE/4 Section 34: W/2SW/4
D-5697	USA W-5106	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 11: W/2 Section 14: NW/4 Section 26: SE/4SE/4
D-5697-1	USA W-20519	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 3: Lots 1, 2, S/2NE/4
D-5705	USA W-5122	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 26: All Section 27: E/2 Section 35: E/2E/2
D-5705-1	USA W-20522	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 25: NW/4, S/2
D-5708	USA W-5182	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. Section 9: All Section 10: All Section 15: All Section 21: SE/4, NW/4, N/2NE/4, SE/4NE/4, SW/4NE/4, SW/4

Sublette County, State of Wyoming

LEASE NO.	LESSOR	ORR INTEREST ASSIGNED	DATE	DESCRIPTION
D-5709	USA W-5183	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. Section 14: All Section 22: All Section 23: N/2, SE/4 Section 24: All
D-5710	USA W-5184	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. Section 25: All Section 26: NE/4NE/4, S/2NE/4, NW/4, S/2 Section 27: All Section 34: N/2 Section 35: N/2
D-5711	USA W-5185	.325%	5/1/67	TOWNSHIP 26 NORTH, RANGE 108 WEST, 6th P.M. Section 2: S/2 Section 3: Lots 1-4, S/2N/2, S/2 (All) Section 11: All Section 12: All TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. Section 35: SW/4
D-5715	USA W-5189	.325%	5/1/67	TOWNSHIP 34 NORTH, RANGE 67 WEST, 6th P.M. Section 8: All Section 17: SW/4 Section 18: Lots 1-4, E/2W/2 Section 19: Lots 1-4, E/2W/2, NE/4 Section 20: NE/4, S/2 TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 12: SE/4 Section 13: N/2SE/4
D-5716	USA W-5190	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 27: NW/4

Sublette County, State of Wyoming

LEASE NO.	LESSOR	ORR INTEREST ASSIGNED	DATE	DESCRIPTION
D-5716-1	USA W-20523	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 14: NE/4, E/2W/2, W/2SW/4 Section 23: E/2W/2
D-5716-2	USA W-21873	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 9: All Section 10: All Section 3: SE/4SE/4
D-5717	USA W-5191	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 7: Lot 1, NE/4NW/4, NW/4NE/4, E/2E/2, Lot 2, SW/4NE/4, SE/4NW/4, W/2SE/4, Lots 3 and 4, E/2SW/4 Section 17: All Section 18: Lots 1-4, E/2W/2, E/2 Section 8: All
D-5718	USA W-5192	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 19: Lots 1, 2, E/2NW/4, NE/4 Section 20: All Section 21: S/2
D-5720	USA W-5561	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 21: N/2 Section 29: N/2
D-5720-1	USA W-20524	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 5: SW/4, NW/4SE/4, S/2SE/4
D-5723	USA W-5645	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 (All)
D-5723-1	USA W-20525	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 3: Lots 1-4, S/2N/2, N/2S/2, S/2SW/4, SW/4SE/4 Section 4: Lots 1-4, S/2N/2, S/2 (All) Section 5: Lots 1-4, S/2N/2, NE/4SE/4

Sublette County, State of Wyoming

LSE NO.	LESSOR	ORR INTEREST ASSIGNED	DATE	DESCRIPTION
[redacted]0-1	USA W-62966	.3125%	10/1/67	TOWNSHIP 27 NORTH, RANGE 110 WEST, 6th P.M. Section 28: E/2
[redacted]41	St. of Wyo. 67-4658	.325%	5/2/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 16: All
5866	USA W-27518	.325%	3/1/71	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 29: SW/4 Section 30: Lots 1-4, E/2, E/2W/2
5866-1	USA W-52118	.325%	3/1/71	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 28: All
5866-2	USA W-66306	.325%	3/1/71	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 32: E/2, E/2W/2, W/2SW/4
5868	USA W-5123	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 29: SE/4
[redacted]38-1	USA W-52116	.325%	5/1/67	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. Section 33: All
5868-2	USA W-66305	.325%	5/1/67	TOWNSHIP 26 NORTH, RANGE 109 WEST, 6th P.M. Section 31: Lots 1-4, E/2, E/2W/2 Section 32: W/2NW/4
[redacted]				

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F-169963-A

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 66542

Lease effective date March 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Phillips Petroleum Company

Address *(include zip code)*

7800 East Dorado Place
Englewood, Colorado 80111

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 28 North, Range 103 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, E/2SW/4

Containing 229.63 acres, more or less, and subject to reassignment rider attached hereto.

184369

RECORDED April 24 1981 8:00 AM
Fee $6.00 260
Sublette County, Wyoming

3. Specify interest or percent of assignor's record title interest being conveyed to assignee without warranty of title, express or implied	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	4½% of 8/
6. Specify overriding royalty previously reserved or conveyed, if any	½% of 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 18th day of September, 19 80.

M. E. Thrash
(Assignor's Signature)

817 17th Steeet, Suite 32[illegible]
(Assignor's Address)

M. E. Thrash
Michael E. Thrash

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

AFTER RECORDING RETURN
PHILLIPS PETROLEUM COMPA
NORTHWEST DIVISION
7800 E. DORADO PLACE
ENGLEWOOD, CO 80111

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 NOV 1 1980

By Glenna M. Lane
(Authorized Officer)

Chief, Oil & Gas Section

MAR 25 1981
(Title)

SEAL
000442

[redacted] may be reproduced [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. 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 W-56943.
4. Assignee, under this and all assignments, will 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 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 9th day of October, 1980.

PHILLIPS PETROLEUM COMPANY

By: R. A. Wolgast
R. A. Wolgast (Assignee's Signature) Attorney-in-Fact

7800 East Dorado Place
(Assignee's Address)

Englewood, Colorado 80111
(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 } 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 September, 1980, personally appeared M. E. Thrash

and Michael E. Thrash, to me known to be the identical person s, described in and who executed the 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 STATE OF COLORADO

My Commission Expires Oct 6, 1980

Notary Public

STATE OF COLORADO }
} SS
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me on this 9th day of October, 1980, by R. A. Wolgast, Attorney-in-Fact for the Phillips Petroleum Company, a Corporation.

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

PATRICIA L. FREBURG NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
January 18, 1983

Patricia L. Freburg
Notary Public

Residing in:
Englewood, Colorado

U.S. Government Printing Office 1980 677-654/407

Corporate Qualifications and Power of Attorney on file in W60918.
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

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, at least forty-five (45) days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have twenty (20) days after receipt of such notification within which to notify Assignee in writing, that said lands are to be reassigned to Assignor, and upon such notification by Assignor, Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Said assignment shall be mac without additional overriding royalties or encumbrances. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment. No Chg

Producers 88 Spec.- U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 14th day of April, 19 81 by and between

William S. Whyel, a married man dealing in his sole and separate property,
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

184394

Township 32 North, Range 108 West, 6th P.M.
Section 13: S½SW¼
Section 24: N½NW¼

Filed April 25 1981 8:00 A.M.
Book 61 D & E Page 263
Leo J. Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Klein

W.2 M.

of Section --- Township ---- Range ---- and containing five (5) 160.00 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 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 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:
Leila VanSickle
Farmington Pa.
My Commission Expires First Monday In January 1985

William S. Whyel (SEAL)
William S. Whyel

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

203

264

STATE OF PENNSYLVANIA
COUNTY OF Fayette } 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 April, 19 81, personally appeared William S. Whyel, a married man dealing in his sole and separate property

and

to 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 January 13, 1982

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.
FROM
TO
, 19
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 PRINTING, 234 W 1st St., CASPER, WYOMING

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of MARCH, 1981 by and between

LILLIAN E. HARROWER, A WIDOW

[illegible] ROCK, WYOMING 83123 of

hereinafter called lessor (whether one or more) and EWELL HASEK EXPLORATION CO., INC., 68 So. Main, Suite 701, Salt Lake City, Utah, 84101 hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ ten & 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:

Township 28 North, Range 112 West, 6th P.M.
Section 11: SW¼SE¼
Section 12: SW¼SW¼
Section 13: Lot 3, W½NW¼
Section 14: S½NE¼, SE¼NE¼

184395

RECORDED April 28 1981 at 2:21 P.M.
IN BOOK 61 Misc PAGE 265
SUBLETTE COUNTY CLERK by D. Wilson

of Section [illegible], Township [illegible], Range [illegible], and containing 316.64 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ~~ten~~ three (3) 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~~ 15% 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~~ 15% 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~~ 15% 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. Market price of gas sold at the well shall be the proceeds realized from such sale.

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 Wyoming Bank of Kemmerer Bank at Kemmerer, Wyo. 83101, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Three Hundred Sixteen and 64/100 DOLLARS ($ 316.64) 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.

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.

Lillian E. Harrower
Lillian E. Harrower

Social Security No. 520-22-5833

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF Lincoln } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 17 day of March, 1981, before me, personally appeared Lillian E. Harrower, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Mae Jean Julian
Notary Public.
County of Lincoln (state) Wyoming
My Commission Expires: Oct. 1, 1984

My commission expires: 10-1-1984

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 _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the _____ records of this office.

_____
Register of Deeds.

By _____, Deputy

When recorded return to

_____

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.

When recorded, return to: TWIN CREEK EXPLORATION CO., INC.
68 So. Main St., Suite 701
Salt Lake City, Utah, 84101

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated December 11, 1980, from Connie McKinney, a widow, Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 469, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 3: Lots 1, 2, 4, S½N½
Section 4: Lot 1, SE¼NE¼

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 .....

.....

184399

RECEIVED April 28 81 8:00 A. M.
IN BOOK 61 O.R. PAGE 267
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D. McClure

of Section ----, Township ----, Range -----, and containing 341.17 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 covenant's 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 9th day of April, 19 81.

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 9th day of April, 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.

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 Nov 28, 1983

Notary Public.

267

268

AH-W-08

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated December 10, 1980 from Robert L. Hittle and Mary Anne Hittle, husband and wife, P. O. Box 405, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 467, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 3: Lots 1, 2, 4, S½N½
Section 4: Lot 1, SE¼NE¼

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 _____

_____

184400

RECORDED April 28 1981 8:00A M
IN BOOK 61 Ord PAGE 268
FEES $4.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

of Section ____, Township ____, Range ____, and containing 341.17 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 9th day of April, 19 81.

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 9th day of April, 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.

LINDA F. HOWELL Notary Public
County of Natrona State of Wyoming
My Commission Expires November 28, 1983
My Commission Expires Nov. 28, 1983

Linda F. Howell
[redacted] Public.

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated November 21, 1980, from Bousman Livestock, Inc., a Wyoming Corporation, P. O. Box 98, Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 454, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF _____)
COUNTY OF _____) ss.

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

_____
Register of Deeds.

When recorded
Return to _____

_____

Township 32 North, Range 108 West, 6th P.M.
Section 13: NE¼, NW¼NW¼

184401

Filed for record April 28 81 8:00 A M
Book 61 Misc 269
Fees $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

of Section ____, Township ____, Range ____, and containing 200.00 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 covenant's 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 9th day of April, 19 81

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of April, 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.

RITA T. HOWELL Notary Public
County of Natrona
State of Wyoming
My Commission Expires November 28, 1983

My Commission Expires Nov. 28, 1983

Rita T. Howell
Notary Public.

269

270

AH-W-03

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated December 8, 1980, from Boulder Hay, Inc., a Wyoming Corporation, 1578 Alisal Avenue, San Jose, California 95125, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 562, 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 .....

.....

Township 32 North, Range 108 West, 6th P.M.
Section 13: NE¼, NW¼NW¼

184402

RECORDED April 28 A.D. 81 8:00A
IN BOOK 61 Misc PAGE 270
FEE $4.00 Lou J Yoke
SUBLETTE COUNTY CLERK
by D M Stevens

of Section ----, Township ----, Range ----, and containing 200.00 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 9th day of April, 19 81

Thomas F. Stroock (Seal)
Marta F. Stroock (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 9th day of April, 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.

RITA T. HOWELL-Notary Public
County of Natrona State of Wyoming
My Commission Expires November 28, 1983
~~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
[redacted] Notary Public.

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8 (hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated January 6, 1981, from Nellie F. Steele, a single woman, P. O. Box 53, Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 677, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF _____)
COUNTY OF _____) ss.

This instrument was filed for record on the

_____day of_____, 19____, at_____

o'clock __ M., and duly recorded in book_____

Page _____ of the records of this office.

_____
Register of Deeds.

When recorded
Return to _____

_____

Township 32 North, Range 108 West, 6th P.M.
Section 13: N½SE¼, SE¼SE¼

184403

Filed April 28 1981 8:00A M
In Book 61 Misc Page 271
Fees $4.00 Lou J Yake
Sublette County Clerk
by Dorothy M Stevens

of Section ____, Township ____, Range _____, and containing 120.00 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 9th day of April, 19 81.

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

_____ (Seal)

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of April, 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.

RITA T. HOWELL Notary Public
County of Natrona State of Wyoming
My Commission Expires November 28, 1983

My Commission Expires Nov. 28, 1983

Rita T. Howell
Notary Public.

271

272

AH-W-018

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated December 20, 1980, from Wayne F. Steele and Mary Ann Steele, husband and wife, P. O. Box 53, Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 476, 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 _____

_____

Township 32 North, Range 108 West, 6th P.M.
Section 13: N½SE¼, SE¼SE¼

184404

RECORDED April 28 1981 8:00 A M
IN BOOK 61 O & G PAGE 272
Fee $4.00 Lois J Yake
SUBLETTE COUNTY CLERK COUNTY CLERK
Wyoming
by Dorothy M. Lewis

of Section ____, Township ____, Range ____, and containing 120.00 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 9th day of April, 19 81.

Thos. F. Stroock (Seal)
Marta F. Stroock (Seal)
_____ (Seal)

STATE OF WYOMING
COUNTY OF NATRONA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of April, 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.

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.

My Commission Expires November 28, 1983

Rita T. Howell
[redacted] Public.

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated March 6, 19 81, from Ted L. Steele, a single man, P. O. Box 6522, Sheridan, Wyoming 82801, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 69, 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 _____

_____

Township 32 North, Range 108 West, 6th P.M.
Section 13: N½SE¼, SE¼SE¼

184405

RECORDED April 28 1981 8:00 A M
IN BOOK 61 Ov-s PAGE 273
FEES $4.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO. 83025

Dorothy McClure

of Section ____, Township ____, Range ____, and containing 120.00 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 9th day of April, 19 81

Thos F. Howell (Seal)
Marta K. 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 9th day of April, 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.

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.

My Commission Expires November 28, 1983

Rita T. Howell
Notary Public.

273

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LEASE NO. 608035

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Colorado 80202

do es hereby release, relinquish and surrender all of its right, title and interest in and to that certain oil and gas, or oil, gas and mineral lease dated the 2nd day of April 19 73, made and entered into between

James H. Luce, Et ux Lessor

and Amoco Production Company Lessee

said lease being recorded in Book 49, on Page 268, in the records provided by law for the recording of such leases, only in so far as said lease covers the following described land located in the County of Sublette, State of Wyoming to-wit:

Township 30 North, Range 114 West
Section 34: N/2NE/4, SE/4NE/4
Section 35: SW/4NW/4, NW/4SW/4

184407

RECORDED April 28 1981 11:00 A M
IN BOOK 61 O & G PAGE 374
FEES $ 4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

APPROVED

Executed this 15th day of April, 19 81

Amoco Production Company

By F. J. Mire
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 15th day of April, 19 81, before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. J. Mire known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney In Fact of Amoco Production Company, and that said instrument was executed in behalf of said Corporation by authority of its Board of Directors, and said F. J. Mire acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of April, 19 81.

My commission expires My Commission Expires Jan. 4, 1983

Flora M. Trujillo
Notary Public

WHEN RECORDED RETURN TO: **Amoco Production Company** Amoco Building Denver, Colorado 80202

FORM 796 2-71

lr: 4-13-81
Demand Per 321

Exp. April 1981
4-6-81 Per C. J. Turner

Form [illegible]
Kan. Okl. [illegible] 1957

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 22nd day of April, 19 81

between Robert W. Wilson and Ruth E. Wilson, husband and wife
Box 147
Pinedale, Wyoming 82941
hereinafter called lessor

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreement hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclu sively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all o any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, in cluding core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all othe gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephon lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, t produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionar rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

184409

SEE EXHIBIT "A" attached hereto and made a part hereof

Rec'd April 28 1981 7:00A
In Misc Bk S. Page 275
Fees 9.00 San J Yake COUNTY CLE
SUBLETTE COUNTY CLERK
by D Mather

and containing 1,336.00 acres more or less

2. It is agreed that this lease shall remain in full force for a term of THREE (3) years from December 6, 1981 XXXXXXX and as long thereafter as o or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all o produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found one-eighth (1/8) of the proceeds if sol at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well: (b) one-eighth (1/8) of the value, at th mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premise for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privil ege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalt an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of suc such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property un paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of December 1982, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit i the Rock Springs National Bank at Rock Springs, Wyoming, or its successors, which Bank and i successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership i said land or in the oil and gas or in the rentals to accrue hereunder, the sum of ($1,336.00) One Thousand Three Hundred Thirty Six and 00 Dollars, which shall operate a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon th payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may i made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege t 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 r conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, an thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said l within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the w of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~to~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandon of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants here extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalti sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings s appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of veyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advisa ments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, admin executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder of of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay charge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it e 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 gage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for d any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if tion results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if 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 ment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above scribed land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size t which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization provided, however, that such units exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations con ducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the por of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocat shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed counterparts, each to have the same effect as the original.

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

Witness:

X Ruth E Wilson
Ruth E. Wilson SSN: 529-16-4803

X Robert W Wilson
Robert W. Wilson SSN: 574-03-6084

276

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of April, 1981, personally appeared Robert W. Wilson

and Ruth E. Wilson, 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.

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

My Commission Expires

Faye Hammons
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 execut

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.

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

EXHIBI[redacted]ttached hereto and made a [redacted]ereof an Oil and Gas Lease [redacted] April 22, 19[redacted] and between Robert W. Wilson and Ruth E. Wilson, husband and wi[redacted], as LESSORS, and APACHE CORPORATION, as LESSEE:

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil and gas lease said Lessee shall have the sole right and option to renew this oil and gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Township 34 North, Range 109 West, 6th P.M.
Section 8: $SE\frac{1}{4}$
Section 9: $W\frac{1}{2}SW\frac{1}{4}$ less and except 24 acres, more or less, more particularly described in Book 11 (Deeds), Page 26.
Section 17: $NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Section 21: $NW\frac{1}{4}$
Section 27: $NW\frac{1}{4}SW\frac{1}{4}$
Section 28: $SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 32: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Township 35 North, Range 109 West, 6th P.M.
Section 31: $E\frac{1}{2}SE\frac{1}{4}$
Section 32: $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$

Signed for Identification:

X Ruth E. Wilson
Ruth E. Wilson

X Robert W. Wilson
Robert W. Wilson

Kan., Okla & [redacted] [redacted] [redacted]

THIS AGREEMENT, Entered into this the 21st day of April, 19 81

between Richard L. Thomson and Mary T. Thomson, a/k/a Mary E. Thomson, husband and wife
Box 17
Cora, Wyoming 82925 hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

181110

Township 34 North, Range 110 West, 6th P.M.
Section 10: $E\frac{1}{2}$
Township 35 North, Range 110 West, 6th P.M.
Section 19: $S\frac{1}{2}SE\frac{1}{4}$
Section 20: $S\frac{1}{2}SW\frac{1}{4}$
Section 29: $NW\frac{1}{4}$
Section 30: $NE\frac{1}{4}$

RECORDED April 28 19 1:00 M
61 O&G 278
Lois J. Yale COUNTY CLERK
COUNTY CLERK

and containing 800.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of FIVE (5) years from XXXXX March 22, 1982 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 22nd day of March 19 83, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of Pinedale ~~Bank at~~ Pinedale, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred and 00/100-- ($800.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rental.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for reworking or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: Provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

X Mary T. Thomson
Mary T. Thomson SSN: 520-26-2317

X Richard L. Thomson
Richard L. Thomson SSN: 520-42-2677

279

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4-22-81 day of April, 19 81, personally appeared Richard L. Thomson and Mary T. Thomson, a/k/a Mary E. Thomson, husband and wife, 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 3, 1983

Notary Public

STATE OF }
COUNTY OF } ss.

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

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

and .....

....., to me known to be the identical person....., described in and who execut the within and foregoing instrument of writing and acknowledged to me that .....duly executed the same as .....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 .....

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this .....day of....., A. D. 19....., before me personal appeared....., to me personally known, who, being l me duly sworn, did say that he is the.....of.....

..... and that the seal affixed to said instrument is the corporate seal of said corpor tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and sa .....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

Kan. Okl. [redacted] 1957

[redacted] GAS LEASE

THIS AGREEMENT, Entered into this the 23rd day of April, 19 81

between John E. Wardell and Ruby L. Wardell, husband and wife
Box 33
Daniel, Wyoming 83115

hereinafter called lessor

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreement hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows: 184411

Township 33 North, Range 110 West, 6th P.M.
Section 4: $S\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$
Section 9: $E\frac{1}{2}$

Township 33 North, Range 113 West, 6th P.M.
Section 35: $SE\frac{1}{4}$

Filed April 28 1981 1:00 P
61 O&G
280
6th Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
Kathy Wall

and containing 500.00 acres, more or less

2. It is agreed that this lease shall remain in full force for a term of FIVE (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one eighth (1/8) of the proceeds at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well, (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 23rd day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit the State Bank of Big Piney ~~Bank~~ at Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of ($500.00) Five Hundred and 00/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land then 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 royalty shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

J.E.W./ RLW

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~thereon~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. It is agreed, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original condition as nearly as practicable and to remove all junk within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or the sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payment of rentals made hereunder before receipt of said documents shall be binding on any successor, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and charge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date for 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 premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for reworking or drilling a well within sixty days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size within which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee may exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the part of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

X Ruby L Wardell
Ruby L. Wardell SSN: 520-14-4778

X John E Wardell
John E. Wardell SSN: 520-38-7840

280

281

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of April, 19 81, personally appeared John E. Wardell

and Ruby L. Wardell, 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 1/3/83

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

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

Form 88 (Rev 1-70)
Kan. Okla & Colo. Type

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 16th day of April 19 81
between Fred E. Shriver, a/k/a Fred Shriver, and Erma D. Shriver, a/k/a Erma Shriver, his wife
Route 2, Box 4
Pinedale, Wyoming 82941
(hereinafter called lessor, whether one or more)
and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264
(hereinafter called lessee, whether one or more)

1. That lessor, for and in consideration of the sum of Ten and More Dollars, receipt of which is hereby acknowledged, and of the covenants hereinafter contained to be performed by the lessee, has this day granted, leased and let and by these presents does grant, lease and let exclusively unto the lessee the hereinafter described land, and with the right to construct and maintain thereon and thereunder buildings and other structures and to drill any part of the land covered thereby as hereinafter provided for the purpose of and conducting geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, and tract or parcel of land, and all other rights thereon being situated in the County of Sublette and described as follows:

State of Wyoming

184112

Township 34 North, Range 109 West, 6th P.M.
Section 21: SW¼, W½SE¼
Section 28: W½NW¼, SE¼NW¼, N½SW¼

Copied 28 51 1001
6 1 11 x 0
282
Carly Ferry Yoh
by Dorothy Miller

containing 440.00 acres, more or less, and

2. It is agreed that this lease shall remain in full force for a term of FIVE (5) years from December 3, 1981 (called primary term), and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is or has been pooled) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one eighth (1/8) of the proceeds at the well, or if marketed by lessee off the leased premises, then one eighth (1/8) of its market value at the well. The lessee shall pay the lessor (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well (b) one eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises, by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of December 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of Pinedale, Pinedale, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred Forty & 00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~XXXXXXX~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings for the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all such payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum acreage which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization, provided, however, that such unit may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be executed in counterparts, each to have the same effect as the original.

E.D.S.
F.E.S.

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

Witness:

X Fred E. Shriver
Fred E. Shriver SSN: 523-03-2382

X Erma D. Shriver
Erma D. Shriver SSN: 520-50-9376

* "This lease is expressly made subject to any a all leases, easements, conditions and restric if any, relating to the herein above describe property, to the extent that the same may sti be in force and effect, shown of record in th office of the (Clerk and Recorder or Register Deeds) Sublette County, Wyoming."

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Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of April, 19 81, personally appeared Fred E. Shriver, a/k/a Fred Shriver,

and Erma D. Shriver, a/k/a Erma Shriver, his wife

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

FAYE HAMMONS, Notary Public
County of Sublette State of Wyoming
My commission expires November 22, 1983

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

My Commission Expires

Faye Hammons
Notary Public.

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

Form 88 ([redacted])
Kan., Okla., Mo. Rev. 1974

OIL AND [redacted]AS LEASE

THIS AGREEMENT, Entered into this the 6th day of April 19 81

between Mary H. Pape, a widow
Box 144
Daniel, Wyoming 83115

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness

1. That lessor for and in consideration of the sum of Ten and More (10&More) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as lessee may elect, as to any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette State of Wyoming and described as follows:

184413

TOWNSHIP 36 NORTH, RANGE 112 WEST, 6TH P. M.
Section 25: E½, N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼

Apr 28 1981 1:00 PM
Book 61 Pg 284
Filed for Record in
SUBLETTE COUNTY CLERK

and containing 560.0 acres, more or less

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April 19 82 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney ~~XXXXX~~ Big Piney, Wyoming 83113 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Five Hundred Sixty & 00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing~~ crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby ~~warrants and agrees to defend the title to the land herein described~~ and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness

X Mary H. Pape
Mary H. Pape SSN: 520-42-2409

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Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of April, 19 81, personally appeared Mary H. Pape, 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 January 28, 1985

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

AMENDATORY AGREEMENT

This Amendatory Agreement is made and entered into this 9th day of December, 1980, by and between BELCO PETROLEUM CORPORATION ("Seller") and NORTHWEST PIPELINE CORPORATION ("Northwest").

RECITALS:

1. Seller and Northwest are parties to that certain Gas Purchase Contract dated July 1, 1980, ("Contract").

2. Seller has developed additional supplies of gas which it desires to sell to Northwest and Northwest desires to purchase under the terms of the Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT:

1. Exhibit "A" of the Contract shall hereby be amended to include the following wells and the acreage attributable thereto:

Description	County and State	Gross Acres	Interest	Net Acres
Budd #5-33 SW/4 Sec. 33 T30N - R 113W	Sublette Co., Wyoming	160	100%	160
Belco State No. 1 SW/4 Sec. 16 T27N - R112W	Sublette Co., Wyoming	160	100%	160

184420

RECORDED April 22 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 286
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYO.

by Dorothy M. Ellis

286

2. All other terms and provisions of the Contract shall remain unchanged.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first written above.

ATTEST

By _____
ASSISTANT SECRETARY

NORTHWEST PIPELINE CORPORATION

By _____
F. J. Becraft, Vice President

Date: 12/16/80
By: _____
DEC

ATTEST:

By _____
Assistant Secretary

BELCO PETROLEUM CORPORATION

By _____
Senior Vice President

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of December, 1980.

Ursula C. Parkwood
Notary Public
Residing at Holladay, Utah

My Commission Expires 7/27/82

STATE OF New York

COUNTY OF New York

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Arthur M. Walter, 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 Belco Petroleum Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of December, 1980.

Karen D. Patane
Notary Public
Residing at

KAREN D. PATANE
Notary Public, State of New York
No. 43-4523375
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1982

My Commission Expires

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ASSIGNMENT OF OVERRIDING ROYALTY

THE UNDERSIGNED, JEFFREY CHORNEY, 401 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80295, whether one or more, collectively designated herein as assignor, in consideration of services rendered by Assignees herein in preparations for exploration and development of the oil and gas lease, does hereby assign, transfer and convey unto the following named Assignees that certain percentage of overriding royalty under the oil and gas lease described below as such percentage is shown after the name and address of each assignee, to-wit;

ROBERT W. SCOTT	1275 Lupine Way, Genesee, Golden, CO 80401	1%
L. STANLEY	5070 Nassau Circle, Englewood, CO 80110	1%
EUGENE A. O'BRIEN	5461 West Kent Place, Denver, CO 80235	2/5 of 1%
O. L. RICKARD	12935 Piney Lake Road, Parker, CO 80134	2/5 of 1%
WILLARD J. PEARSON, JR.	3312 E. Costilla Ave., Littleton, CO 80122	2/5 of 1%
SAM T. BOLTZ, JR.	16 Ivy Lane, Denver, CO 80220	2/5 of 1%
D. PATRICK GRUBBS	7495 South Pontiac Way, Englewood, CO 80112	2/5 of 1%

184421

RECORDED April 29 1981 8:00 A.M.
IN BOOK 61 O & G PAGE 289
FEES $ 5.50 Fern J. Yake COUNTY CLERK
SUBLETTE Deputy Wm. Lewis

This assignment runs to the above named assignees individually, and to the heirs, successors and assigns of each assignee named herein. Said oil and gas lease is described as follows;

W-62135
Dtd. 2-1-78

Township 33 North, Range 113 West, 6th P.M.
Section 18: Lots 1,2,3,4, E½W½
Section 19: Lots 1,2,3,4, E½W½
Section 30: Lots 1,2, E½NW¼
Township 33 North, Range 114 West, 6th P.M.
Section 12: SE¼NW¼, S½
Section 26: NW¼, N½SW¼

Containing 1391.12 acres more or less

Sublette County, Wyoming

If the working interest owned by assignor under the above described lease is less than the total working interest, or if the lease covers less than the full mineral ownership of the leased substances, then the amount of overriding royalty hereby assigned shall be reduced proportionately to reflect the overriding royalty amount shown above as a percentage of assignor's partial working interest.

The interests hereby conveyed are free of all cost and expense except severance and production taxes, including windfall profit taxes, and all other taxes levied and assessed upon the overriding royalty share of production hereby assigned, and shall be accounted for and paid for on a monthly basis. If an assignee does not elect to take in kind his proportionate share of the oil or gas affected by this assignment then the assignor or any other operator of said lease shall sell such royalty oil and/or gas at a price not less than the best available competitive price for same and cause the purchaser thereof to make direct payment to such assignee.

This is an overriding royalty conveyed by assignor and accepted by assignees subject to the terms of the lease, operating agreements, communitization agreements, pooling agreements, and all other contracts binding upon assignor's interest in said lease out of which said overriding royalty interests are herein assigned. This assignment shall cover all leases issued as extensions, or renewals of the above referenced lease, and leases issued as a substitute for same.

IN WITNESS WHEREOF, this document is executed this 26th day of March, 19 81.

Jeffrey Chorney

STATE OF COLORADO)
CITY AND
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jeffrey Chorney this 26th day of March, 19 81.

Witness my hand and official seal.

[redacted] Notary Public [redacted]

Form 88
Kan., Okla. [redacted] Rev. 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 29th day of April 19 81
between L.G. McLoughlin, a/k/a Laurence G. McLoughlin, a single man
Pinedale, Wyoming 82941

hereinafter called lessor (whether one or more), and

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee (whether one or more) Witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or commonly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

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

184439

RECORDED April 30 1981 3:40 P M
IN BOOK 61 Ext PAGE 390
FEES $ 6.00 Lou J. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by D McClure

and containing 174.60 acres, more or less, and as long thereafter as [redacted] December 3, 1981

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one eighth (1/8) of the proceeds received at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well, (b) one eighth (1/8) of the value at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender annually, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered 4 (a) hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of December 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership, in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Hundred Seventy Four & 60/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations XXXXXX on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

I.S.M.H. XXX

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, if exercised, such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for reworking or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

X L.G. McLoughlin

L.G. McLoughlin

SSN: 520-07-4086

*"This lease is expressly made subject to any and all leases, easements, conditions and restrictio if any, relating to the herein above described property, to the extent that the same may still be in force and effect, shown of record in the office of the (Clerk and Recorder or Register of Deeds) Sublette County, Wyoming."

280

291

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this April 30 1981 day of April, 19 81, personally appeared L.G. McLoughlin, a/k/a Laurence G. McLoughlin

~~xxxx~~ a single man

, to 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~~ Term Expires Jan 3, 1983

Deputy County Clerk
~~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

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF an Oil and Gas Lease dated April 29, 1981, by and between L.G. McLoughlin, a/k/a Laurence G. McLoughlin, as LESSOR, and APACHE CORPORATION, as LESSEE:

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Township 34 North, Range 109 West, 6th P.M.
Section 28: $SW\frac{1}{4}SW\frac{1}{4}$
Section 29: $S\frac{1}{2}SE\frac{1}{4}$
Section 32: $NE\frac{1}{4}NE\frac{1}{4}$
Section 33: Beginning at NW corner of Section 33, thence due East 1700 feet, thence South 03 degrees 24 minutes West 210 feet, thence South 86 degrees 54 minutes West 800 feet, thence South 84 degrees 19 minutes West 616 feet, thence South 08 degrees 33 minutes West 856 feet, thence South 37 degrees 08 minutes West 216 feet, thence due North 1326 feet to the point of beginning, and being a portion of $N\frac{1}{2}NW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 33. Containing 14.6 acres, more or less.

Signed for Identification:

X L. G. McLoughlin
L.G. McLoughlin

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CENTURY OIL & GAS CORPORATION, a Delaware corporation, 1770 Energy Center, 717 Seventeenth Street, Denver, Colorado 80202 (hereinafter referred to as ASSIGNOR), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto H E C AMERICA, INC., a Delaware corporation, c/o Jana S. Able, 8553 W. Progress Place, Littleton, CO 80123 (hereinafter referred to as ASSIGNEE), an overriding royalty interest, free and clear of all costs and expenses of development and operation, in the amount of 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved, and marketed from the land described in Exhibit "A" attached hereto and made a part hereof under the terms of the leases described in Exhibit "A" and any and all extensions and renewals thereof and substitutes therefor made within 6 months of the expiration or termination of such leases or any such extensions, renewals or substitutes. Said assigned override is solely against the working interest of ASSIGNOR and its successors and assigns.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto ASSIGNEE and its successors and assigns forever, subject only to the following terms and provisions:

A. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon the lands described in Exhibit "A" or unavoidable lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefiting said lands.

B. If any lease described in Exhibit "A" covers less than the entire undivided mineral estate in the lands described in Exhibit "A" as being covered by that lease, then the overriding royalty interest herein conveyed insofar as it relates to that lease and those lands shall be reduced proportionately.

C. ASSIGNOR warrants that ASSIGNOR's title to sufficient interests in the leases described on Exhibit "A" to enable ASSIGNOR to assign the overriding royalty interest assigned hereby is free and clear of liens, claims, encumbrances and defects of title arising by, through or under ASSIGNOR, but not otherwise.

D. Nothing contained herein shall be construed as an agreement or obligation on the part of ASSIGNOR or its successors or assigns to maintain the above referred to oil, gas, and mineral leases in force and effect by the payment of rentals, the drilling of wells, the production of minerals or otherwise; it being understood that said overriding royalty shall be paid or delivered to the ASSIGNEE only if and when oil or gas is produced from the lands under the terms of said leases.

E. The ASSIGNEE hereby agrees that ASSIGNOR and its assigns shall have the right, without further approval of said ASSIGNEE, to create one or more pooled units containing portions of the lands affected by the referred to leases, and as to each unit so created, said ASSIGNEE shall be entitled to receive, in lieu of the overriding royalty described above, only that proportion of said overriding royalty interest that the amount of property affected by said overriding royalty interest and placed in the unit bears to the entire surface area of the unit.

184445

RECORDED May 1 1981 8:00 A M
IN BOOK 61 Ox L PAGE 293
FEES $12.00 Lori J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this assignment of overriding royalty interest as of this 16th day of April, 1981, but effective as of February 1, 1981.

ATTEST:

CENTURY OIL & GAS CORPORATION

B.M. Babcock, Assistant Secretary

P.R. Stewart, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

16th The foregoing instrument was acknowledged before me this 16th day of April, 1981, by P.R. Stewart, President of Century Oil & Gas Corporation.

WITNESS my hand and official seal this 16th day of April, 1981.

Notary Public

My commission expires:
June 29, 1983.

Prospect: 127 PINEY
County: SUBLETTE
State: WYOMING
Status Code: NP

29 ITU

Base Lease No	Lessor	Lessee	Lease Date	Expiratn	Royalty Acres	ORRI	Recording Book Page
WY720 W-56006		J. J. SULLIVAN	09/01/1976	09/01/86	12.80	1.00	
TSP-32N RGE-112W SEC-8 S/2NE/4, W/2SE/4							
			Gross Acres	160.00	Net Acres	160.00	
			Total Gross	160.00	Total Net	160.00	

12.80

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County: SUBLETTE
State: WYOMING
Status Code: NP

Base Lease No	Lessor	Lessee	Lease Date	Expiratn	Royalty Acres	ORRI	Recording Book Page
132	W-43863	MARY SPEAR	03/01/1974	03/01/84	12.80	1.00	
TSP-27N RGE-110W SEC-35 ALL							
			Gross Acres	640.00	Net Acres	160.00	
WY134	W-73784	MARY SPEAR	03/01/1974	03/01/84	6.40	1.00	
TSP-27N RGE-110W SEC-34 S/2							
			Gross Acres	320.00	Net Acres	80.00	
			Total Gross	960.00	Total Net	240.00	
					19.20		

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County: SUBLETTE
State: WYOMING
Status Code: NP

Base Lease No	====== Lessor =======	========== Lessee ==========	Lease Date	Expiratn	Royalty Acres	ORRI	Recording Book Pag
WY171	W-43219	J. J. SULLIVAN	02/01/1974	02/01/84	12.80	1.00	
TSP-33N RGE-114W SEC-15 ALL							
			Gross Acres	640.00	Net Acres	160.00	
			Total Gross	640.00	Total Net	160.00	

12.80.

Mid-Continent Association Form

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 AMERICAN HUNTER EXPLORATION, LTD., 700 - 435 4th Avenue, S.W., Calgary, Alberta, Canada T2P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated November 21, 1980, from Finis N. Mitchell and Emma N. Mitchell, husband and wife, 422 M Street, Rock Springs, Wyoming 82901, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 471 insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 32 North, Range 108 West, 6th P.M.
Section 26: N½S½
Section 27: S½NE¼, SE¼
Section 34: N½NE¼, SW¼NE¼

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 _____

_____

184446

RECORDED May 1 1981 8:00 A M
IN BOOK 61 Misc PAGE 298
FEES $ 4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Howell

of Section ____, Township ____, Range _____, and containing 520.00 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 9th day of April, 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 9th day of April, 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.

My Commission Expires November 28, 1983

Rita T. Howell
Notary Public.

298

299

Producer's 88
Rocky Mountain (Form 10:68-P)

OIL AND GAS LEASE

THIS AGREEMENT, made as of the 16 day of April, 1981, between Jewett Land and Livestock Company

of Big Piney, Wyoming 83113

herein called Lessor (whether one or more), and Bill D. Farleigh Oil Properties

of P. O. Box 3215, Casper, Wyoming 82602

herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of Ten Dollars ($10.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling, mining and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method whether it be a primary or secondary method, including but not limited to, mining, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in Sublette County, State of Wyoming, to-wit:

Township 34 North, Range 113 West, 6th P.M.
Section 19: Lot 4 (38.21), E½SW¼, SE¼
Section 20: SW¼SW¼
Section 29: W½
Section 30: Lots 1 (38.26), 2 (38.33), 3 (38.41), E½NW¼, NE¼SW¼, E½
Section 31: NE¼, NE¼NW¼
Section 32: W½, SW¼SE¼

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

Township 33 North, Range 113 West, 6th P.M.
Section 5: Lots 2 (38.10), 3 (38.02), SW¼NE¼

184447

May 1 1981 8:00 A M
61 Ord 299
7.00 Fee J Yake
Clerk
by Dorothy McKee

said land being estimated to comprise 2,429.33 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXXX~~ Six (6) years from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, Lessor's interest in either case to bear its proportion of any expense incurred in treating such oil or other liquid hydrocarbons to make same marketable, and of any transportation expenses incurred in marketing; Lessee shall have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by this Lease) used off the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold and not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety day period hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided herein, an amount of One Hundred Dollars ($100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shut-in gas well or wells on said land or land pooled, unitized or consolidated therewith, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. All such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties unless the Lessee shall on or before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the State Bank of Big Piney ~~XXXX~~ at Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this Lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Thousand Four Hundred Twenty-nine and 33/100 ---------- Dollars ($ -2,429.33-) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date, either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid, shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. 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 thirty (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.

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, to, at any time and as a recurring right either before or after production, pool, consolidate and unitize said land, the leasehold estate and Lessor's interests (including any interests created and/or assigned by Lessor subsequent to the date hereof) therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral, and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling, spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgment such will promote the conservation of oil and/or gas. Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power to from time to time modify, change or terminate any such plan or agreement. Lessee shall furnish Lessor copies thereof. In lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shut-in gas royalties) elsewhere herein specified as the amount of Lessor's acreage hereunder which is pooled in any such unit, or his royalty interest therein on an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of or production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

In addition to the preceding grant of rights relative to the creation of one or more drilling, spacing or production units, the Lessee shall have the right to unitize, pool or combine all or any part of said land 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 land, or any part thereof, shall here-

after be op[redacted]r any such cooperative or unit plan of deve[redacted]r operation whereby the production therefro[redacted]ated 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, and computing any overriding royalty and/or production payments to which this lease may be subject, 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. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated therewith, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, is produced from said land or land consolidated therewith.

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder or on lands consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any barn or occupied residence now on said land without Lessor's written consent. At the request of a Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

8. The rights of any party hereunder may be assigned, in whole or in part, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until sixty (60) days after such person acquiring any interest has furnished Lessee with the original recorded instrument or instruments, or a certified copy, or a reproduced copy of the original recorded instrument or instruments acceptable to Lessee, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a divided portion of said land, the rentals and/or advance annual royalty payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of any other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder as to the assigned acreage, and if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee, or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall make payment of said rentals.

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. 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.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate (and whether or not such interest is recited herein), then the royalties and rentals to be paid Lessor shall be reduced proportionately. In the event of production hereunder Lessor agrees to execute a division order setting forth his interest therein. 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.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors, and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessor on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. The service of such notice or the performance of any acts by Lessee aimed to meet all or any of the alleged breaches shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligations should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and any such counterpart shall be binding upon the party executing same from and after such execution.

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

ATTEST:

~~Secretary~~ By: Sally N. Kidd, Secretary
Sally N. Kidd, Secretary

(Fed. I.D. No. [illegible])

JEWETT LAND AND LIVESTOCK COMPANY

~~President~~ By: David Thomas Kidd, President
a/k/a D. Thomas Kidd

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

I, the undersigned Notary Public, do hereby certify that on the 16 day of April, 1981, personally and in person appeared David Thomas Kidd, President a/k/a D. Thomas Kidd and Sally N. Kidd, Secretary of Jewett Land and Livestock Compa his/~~her~~ ~~wife~~/husband the signer S of the above instrument and personally known to me to be the person S described in and who executed the foregoing instrument and whose name S ~~is~~/are subscribed thereto and being informed of the contents thereof duly acknowledged to me that they freely and voluntarily signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth, including the release and waiver of the right of homestead and/or dower.

Given under my hand and official Notarial seal this 16 day of April, 1981.

DIXIE L. BLOWER Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 15, 1983

Dixie L. Blower
Notary Public, whose place of residence is
Casper, Wy

My commission expires: [illegible]

OIL AND GAS LEASE

FROM

TO

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... County, ...

No. of Acres ..... Term .....

STATE OF .....
COUNTY OF .....

This instrument was filed for record on the .....
day of ....., 19..., and duly recorded in
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 .....

300

301

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 1981
by and between Gordon M. Mickelson, aka Gordon Max Mickelson, aka Gordon Mickelson, and Margaret G. Mickelson, aka Margaret Mickelson, individually and as husband and wife
Big Piney, Wyoming
Party of the first part, hereinafter called lessor (whether one or more) and
John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

184448

RECORDED May 1 1981 8:00 A M
IN BOOK 61 Deed PAGE 301
COUNTY CLERK
By D. Wilson

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.
SECTION 17: S½SE¼.
SECTION 19: N½SE¼.
SECTION 20: NW¼, NW¼SW¼, W½NE¼, NE¼NE¼.
SECTION 21: NW¼NW¼, E½NW¼, W½NE¼.

and containing 680.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense~~.

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **SIX HUNDRED EIGHTY AND NO/100** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

	(SEAL)	[signature]	(SEAL)
SS#520-42-9681	(SEAL)	Gordon M. Mickelson	(SEAL)
	(SEAL)	[signature]	(SEAL)
SS#520-20-6473	(SEAL)	Margaret G. Mickelson	(SEAL)

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this February 24, 1981 day of PUBLIC, 19, personally appeared Gordon M. Mickelson, aka Gordon Max Mickelson, aka Gordon Mickelson, and Margaret G. Mickelson, aka Margaret Mickelson, individually and ~~as husband and wife~~, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 10, 1983

[signature]
Notary Public

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

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

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

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

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

My Commission Expires .....

Notary Public

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19....., before me appeared .....

....., to me personally known, who, being by me duly sworn, did say that he is .....

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

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

My Commision Expires

Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN Gordon M. Mickelson, aka Gordon Max Mickelson, aka Gordon Mickelson, and Margaret G. Mickelson, aka Margaret Mickelson, individually and as husband and wife, of Big Piney, Wyoming, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

_____	_____
	Gordon M. Mickelson
_____	_____
	Margaret G. Mickelson
_____	_____
_____	_____

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PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 1981
by and between James Francis Mickelson, aka James F. Mickelson, and Mae F. Mickelson,
individually and as husband and wife
Big Piney, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
SECTION 11: SW¼SW¼, S½SE¼. SECTION 12: SE¼SW¼, SW¼SE¼.
SECTION 13: NW¼, W½NE¼. SECTION 14: W½NW¼, SE¼NW¼, N½NE¼, S½.
SECTION 23: NW¼, N½SW¼,2.00 acres in the NW¼NE¼ of said Section 23 more particularly descr
as follows: Beginning at the North quarter corner of said Section 23, running thence East
rods, thence South 16 rods, thence West 20 rods, thence North 16 rods to place of beginning.

and containing 1,202.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE THOUSAND TWO HUNDRED TWO AND NO/100** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

	(SEAL)	James Francis Mickelson	(SEAL)
SS#520-42-9679	(SEAL)	James Francis Mickelson	(SEAL)
	(SEAL)	Mae E. Mickelson	(SEAL)
	(SEAL)	Mae E. Mickelson	(SEAL)

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

STATE OF Arizona
COUNTY OF Maricopa } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of May, 1981, personally appeared James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My commission expires June 11, 1984

Notary Public

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

STATE OF Wyoming
COUNTY OF Laramie } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of January, 1981, personally appeared [illegible] and [illegible], to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 16, 1983

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated ....., 19....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

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

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

By .....
Deputy.

When Recorded
Return to .....

.....
County Clerk—Register of Deeds.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

On this .....day of ....., 19....., before me appeared .....

....., to me personally known, who, being by me duly sworn, did say that he is .....

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

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

My Commission Expires

.....
Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O.Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

184449

RECORDED May 1 1981 8:00 A.M.
IN BOOK 61 Or S PAGE 305
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

J. F. M.
M. E. M.

the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

_____	James Francis Mickelson James Francis Mickelson
_____	Mae E. Mickelson Mae E. Mickelson
_____	_____
_____	_____

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 19 81

by and between James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife
Big Piney, Wyoming

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

John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
SECTION 24: ~~E½E½~~.
TOWNSHIP 30 NORTH, RANGE 111 WEST, 6th P.M.
SECTION 19: ~~Lot 1(39.91), lot 2(39.89), lot 3(39.87), lot 4(39.86), E½W½, SW¼SE¼, N½SE¼, SW¼NE~~ and all that part of the SE¼NE¼ of said Section 19 lying South and West of the centerline of Sublette County Road No. 23-143.

and containing 661.53 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **SIX HUNDRED SIXTY ONE AND 53/100** 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 anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.~~

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

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

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

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

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

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

contain [redacted] acres for the purposes of [redacted] ease.

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

	(SEAL)	[redacted]	(SEAL)
SS#520-42-9679	(SEAL)	James Francis Mickelson	(SEAL)
	(SEAL)	[redacted]	(SEAL)
	(SEAL)	Mae E. Mickelson	(SEAL)

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this [redacted] day of March, 1981, personally appeared James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My commission expires June 11, 1984

[redacted]
Notary Public

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

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

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

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

My Commission Expires January 10, 1983 [redacted]
Notary Public

OIL AND GAS LEASE

FROM [redacted]

TO [redacted]

Dated [redacted], 19[redacted]

Lot [redacted] Block [redacted] Addition [redacted]

Section [redacted] Township [redacted] Range [redacted]

County [redacted]

No. of acres [redacted] Term [redacted]

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

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

[redacted] County Clerk—Register of Deeds.

By [redacted] Deputy.

When Recorded
Return to [redacted]

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires [redacted]

Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O.Box 1928, Casper, Wyoming 82602 _____, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

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SUBLETTE COUNTY CLERK

J. F. M.
M. E. M.

the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

James Francis Mickelson

James Francis Mickelson

Mae E. Mickelson

Mae E. Mickelson

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PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 19 81
by and between James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife
Big Piney, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.
SECTION 34: S½NE¼, NE¼SE¼.
SECTION 35: NW¼SW¼, SE¼SW¼, S½SE¼.
TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.
SECTION 1: S½N½, SE¼, N½SW¼, SE¼SW¼.
SECTION 2: Lot 1(39.90). SECTION 12: NE¼NE¼.
TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
SECTION 5: SW¼SW¼.
SECTION 6: Lot 7(15.83), SE¼SW¼, SW¼SE¼, E½SE¼
SECTION 7: Lot 1(15.65), NE¼NW¼, NE¼NE¼.
SECTION 9: NE¼SE¼.

and containing 1,151.38 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from ~~date~~, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 5th day of April, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE THOUSAND ONE HUNDRED FIFTY ONE 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.

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

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

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

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

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

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

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

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

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

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

This lease is presently subordinate to a lease recorded in Book 49, Page 277 of the Sublet County records. Lessor herein covenants and agrees not to further extend, amend, or modify said lease.

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

(SEAL)
SS#520-42-9679 (SEAL)
(SEAL)
(SEAL)

James Francis Mickelson (SEAL)
James Francis Mickelson (SEAL)
Mae E. Mickelson (SEAL)
Mae E. Mickelson (SEAL)

STATE OF Arizona } SS.
COUNTY OF Maricopa }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of March, 1981, personally appeared James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My commission expires June 11, 1984

Notary Public

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this [illegible] day of March, 1981, personally appeared [illegible], to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that [illegible] executed the same as [illegible] free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 12, 1983

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.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19....., before me appeared .....

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

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

My Commission Expires

Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

184451

RECORDED May 1 1981 8:00A M
IN BOOK 61 Ox G PAGE 313
FEES $11.00 Lori J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

J.F.M.
M.E.M.

provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

James Francis Mickelson

James Francis Mickelson

Mae E. Mickelson

Mae E. Mickelson

317

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 1981
by and between James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife
Big Piney, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and
John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
SECTION 9: SE¼NE¼.
SECTION 10: S½NW¼, S½.
SECTION 15: NE¼NW¼, N½NE¼, S½N½, S½.
SECTION 21: NE¼NE¼.
SECTION 22: W½NW¼, NE¼NW¼, NE¼, N½SE¼.

and containing 1,440.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE THOUSAND FOUR HUNDRED FORTY AND NO/100** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

SEE [redacted] DOM TO OIL AND GAS LEASE [redacted] D HERETO AND MADE A PART H[redacted]

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

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

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

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

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

A portion of this lease is presently subordinate to an Oil and Gas Lease recorded in Book Page 279 of the Sublette County records. The primary term of said lease will expire April 5, 1 Lessor herein covenants and agrees not to further extend, amend, or modify said lease.

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

_____	(SEAL)	James Francis Mickelson	(SEAL)
SS#520-42-9679	(SEAL)	James Francis Mickelson	(SEAL)
_____	(SEAL)	Mae E. Mickelson	(SEAL)
_____	(SEAL)	Mae E. Mickelson	(SEAL)

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of March, 1981, personally appeared James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My commission expires June 11, 1984

[illegible]
Notary Public

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of March, 1981, personally appeared James Francis Mickelson aka James F. Mickelson and Mae E. Mickelson husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 10, 1983

Kathleen A. Kane
Notary Public

OIL AND GAS LEASE

FROM

TO

Dated, 19

Lot Block Addition

Section Township Range

County Term

No. of acres

STATE OF } SS.
COUNTY OF

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

County Clerk—Register of Deeds.

By

Deputy.

When Recorded
Return to

STATE OF } SS.
COUNTY OF

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of, 19, before me appeared

, to me personally known, who, being by me duly sworn, did say that he is

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

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

My Commission Expires

Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

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SUBLETTE COUNTY, PINEDALE, WYOMING

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M.E.M.

provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

James Francis Mickelson

James Francis Mickelson

Mae E. Mickelson

Mae E. Mickelson

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PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 1981

by and between Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, individually and as husband and wife
Big Piney, Wyoming

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

John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
SECTION 25: All.
SECTION 26: E½, E½W½, NW¼NW¼.
SECTION 27: N½NE¼.

and containing 1,240.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE THOUSAND TWO HUNDRED FORTY AND NO/100** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Kenneth Guio (SEAL)
Kenneth Guio (SEAL)
Marjorie Guio (SEAL)
Marjorie Guio (SEAL)

STATE OF Arizona }
COUNTY OF Pinal } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of January, 1981, personally appeared Kenneth Guio, aka Kenneth H. Guio, and ~~Marjorie Guio, individually and as husband and wife~~, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 10, 1983

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

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

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM _____

TO _____

_____

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____ Term _____

No. of acres _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded
Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

_____
Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O.Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

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IN BOOK 61 Oil & Gas PAGE 321
FEES $10.00 Lois Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dee McMillan Deputy

KG

the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

_____ Kenneth Guio

_____ Marjorie Guio

_____ _____

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PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 1981
by and between Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife

Party of the first part, hereinafter called lessor (whether one or more) and
John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit: TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.
SECTION 4: SW¼, W½SE¼. SECTION 8: N½NW¼, NE¼NE¼. SECTION 9: NW¼, N½NE¼, SW¼NE¼.
SECTION 6: Lot 1(39.82), lot 2(39.87), lot 6(16.05), S½NE¼, NE¼SW¼, NW¼SE¼.
SECTION 5: Lot 3(39.97), lot 4(39.86), N½SW¼, SE¼SW¼, SE¼, S½NW¼, SW¼NE¼, excepting from th
SW¼NE¼ of said Section 5 the following described tract of land; Commencing at the East quar
corner of said Section 5 and running thence North 64°42' West 22 chains 46 links to the pla
of beginning, running thence North 11 chains 40 links, thence North 87° West 6 chains 60 li
thence South 62°36' East 6 chains 76 links to the place of beginning./1,369.57 and containing acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal ~~one-eighth~~ part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such ~~one-eighth~~ royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks. 16% 16%

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas. 16%

If no well be commenced on said land on or before the 9th day of February, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE THOUSAND THREE HUNDRED SIXTY NINE AND 57/100** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

_____	(SEAL)		(SEAL)
_____	(SEAL)	Kenneth Guio	(SEAL)
	(SEAL)		(SEAL)
	(SEAL)	Marjorie Guio	(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of ~~March~~, 19 81, personally appeared Kenneth Guio, aka Kenneth H. Guio, and Marjorie Gu ~~xx~~ aka Margaret Fo Guio, individually and as husband and wife to me known to be the identical persons ~~who~~, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

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

My Commission Expires February 16, 1981

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

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

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

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM _____

TO _____

Dated _____

Lot _____ Block _____ Addition _____, 19____

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.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

_____
Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

184454

K. G.
M. G.

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SUBLETTE COUNTY, PINEDALE, WYO
by Dorothy M Thurs

the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

_____ Kenneth Guio

_____ Marjorie Guio

_____ _____

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PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 1981

by and between Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife
Big Piney, Wyoming

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

John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

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

and containing 1,138.54 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

16% N.G.

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

16% N.G.

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

16% N.G.

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE THOUSAND ONE HUNDRED THIRTY EIGHT AND 54/100** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

It is mutually understood and agreed that the lands covered by this lease, which are more particularly described in "DESCRIPTION EXHIBIT" attached hereto and made a part hereof, shall be deemed to contain 1,138.54 acres for the purposes of this lease.

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

_____ (SEAL) Kenneth Guio (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) Marjorie Guio (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of September, 19 81, personally appeared Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio and aka Margaret F. Guio, individually and as husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 10, 1983

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

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

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded
Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

_____
Notary Public

DESCRIPTION EXHIBIT
331

This exhibit is attached to and made a part of that certain Oil and Gas Lease entered into by and between Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife, lessor and John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, lessee, dated the 9th day of February, 1981 for the purpose of describing the following lands in Sublette County, Wyoming, to wit:

TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M
SECTION 6: Lot 2(39.70), lot 3(39.82), lot 4(39.24), lot 5(39.49), SW¼NE¼, SE¼NW¼.
TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M.
SECTION 1: Lot 1(39.85), SE¼NE¼.
TOWNSHIP 30 NORTH, RANGE 111 WEST, 6th P.M.
SECTION 19: SE¼SE¼.
SECTION 20: SW¼SW¼.
SECTION 29: N½NW¼.
SECTION 30: Lot 1(39.83), lot 2(39.77), lot 3(39.71), lot 4(39.66), E½W½, excepting that portion of the E½NW¼ and the NE¼SW¼ of said Section 30 which lies in the Townsite of Marbleton included in the following description; Beginning at the East quarter corner of said Section 30, thence North 1980 feet, thence West 2920 feet, thence South 2640 feet, thence East 2920 feet, thence North 660 feet to the place of beginning.
SECTION 31: Lot 1(39.58), lot 3(39.36), lot 4(39.25), NE¼NW¼, NW¼NE¼, SE¼SW¼, SW¼SE¼, N½SW¼NE¼, N½SE¼NW¼, N½ of lot 2, the West 30 acres of the NE¼SW¼, excepting from the above lands the following described tracts;

1. Commencing at the Quarter corner in the south boundary line of Section 31, T.30N., R.111W., running thence N.14°57'W. 1385.5 feet to a point; thence S.86°54'E. 1645.1 feet to a point which said point is the point of beginning of the lands herein described. Beginning at the said initial point of beginning and running thence S.0°11'W. 300 feet to a point; thence N.86°54'W. 617.71 feet to a point; thence N.0°11'E. 300 feet to a point; thence S.86°54'E. 617.71 feet to the point of beginning.
2. That part of Section 31, T.30N., R.111W., 6th P.M. bounded and described as follows: Beginning at the South Quarter corner of Section 31, T.30N., R111W., 6th P.M., thence N.14°57'W. 1385.5 feet; thence N.03°08'E. 1275 feet to the NE corner of that certain tract of land conveyed to the Town of Big Piney by deed recorded in Book 1 of Deeds, page 414, records of Sublette County, Wyoming, which point is the true point of beginning of this tract; thence N.86°54'W. 270 feet along the northerly boundary of said tract of land conveyed to the Town of Big Piney to the NW corner thereof; thence N.03°08'E. 77 feet more or less to the South right of way boundary of County Road No. 25, described in Book 2 of County Road records of said Sublette County; thence S.82°15'E. along said South right of way boundary of County Road No. 25, 271 feet, thence S.03°08'W., 55 feet more or less to the true point of beginning.
3. That part of the SE¼NW¼ and NE¼SW¼ of Section 31, T.30N., R.111W., 6th P.M., described as follows: Commencing at the Southwest corner of Lot 2, identical with the quarter Section corner in the West boundary of Section 31; and running thence S.80°43'E. a distance of 1877.2 feet, more or less, to a point, which said point is the initial or descriptive point of the lands hereinafter described. Beginning at said initial point and running thence S.86°54'E. a distance of 186.85 feet, more or less, to a point on the West boundary line of property now owned by the Southwest School District; thence N.3°08'W. a distance of 269.85 feet, more or less, thence N.82°15'W. a distance of 152.5 feet, more or less, thence N.10°10'W. a distance of 284.34 feet, more or less to said initial point of beginning.

K.G.
M.C.

4. That part of the SE¼NW¼, NE¼SW¼, Section 31; T.30N., R.111W., 6th P.M. bounded and described as follows: Commencing at the Southwest corner of Lot 2, identical with the quarter section corner on the west boundary of said Section 31; and running thence N.88°15'E. 1613 feet to a point; thence S.67°50'E. 255 feet to a point, which last mentioned point is the initial or discriptive point of lands hereinafter described, beginning at said initial point and running thence S.10°10'W. 200 feet to a point; thence S.79°30'E. 50 feet to a point; thence N.10°10'E. 200 feet to a point; thence N.79°50'W. 50 feet to said initial point or place of beginning.
5. All that parcel of land lying in the NE¼SW¼ Section 31, T.30N., R.111W., 6th P.M., located and described as follows: Commencing at the quarter corner in the South boundary of said Section 31, T.30N., R.111W., running thence N.14°57'W. 1385.5 feet, thence N.3°8'E. 705 feet to a point, which said point is the initial or descriptive point of the land hereinafter described; Beginning at said initial point and running thence N.3°8'E. 570 feet; thence N.86°54'W. 270 feet; thence S.3°8'W. 570 [redacted] thence S.86°54'W. 270 fee[redacted]id initial point

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

184455

RECORDED May 1 1981 8:00 A M
IN BOOK 61 Oil & G PAGE 229
FEES $12.00 Louise Yake COUNTY CLERK
SUBJECT TO [illegible]
by Dorothy Wilhelm

the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

Kenneth Guio

Marjorie Guio

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 9th day of February, 19 81

by and between Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, individually and as husband and wife
Big Piney, Wyoming

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

John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit: TOWNSHIP 30 NORTH, RANGE 112 WEST, 6th P.M.

SECTION 13: S½.

SECTION 22: SE¼NW¼, NE¼SW¼, S½S½,

SECTION 23: S½SW¼, E½, less and excepting 2.00 acres in the NW¼NE¼ of said Section 23 more particularly described as follows; Beginning at the North quarter corner of said Section 23 running thence East 20 rods, thence South 16 rods, thence West 20 rods, thence North 16 rod to place of beginning. SECTION 24: W½, W½E½. and containing 1,438.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~

Third. To pay lessor ~~one eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE THOUSAND FOUR HUNDRED THIRTY EIGHT AND NO/100** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

_____	(SEAL)	Kenneth Guio	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	Marjorie Guio	(SEAL)
_____	(SEAL)	_____	(SEAL)

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of [illegible], 1981, personally appeared Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, individually and as husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 10, 1983

Kathleen A. Long
Notary Public

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

STATE OF _____ } SS.
COUNTY OF _____

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

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

My Commission Expires _____

_____
Notary Public

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

_____ Term _____

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 _____

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

STATE OF _____ } SS.
COUNTY OF _____

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

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

My Commission Expires _____

_____
Notary Public

[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

184456

RECORDED: May 1 1981 8:00 A.M
IN BOOK 61 Oil PAGE 334
FEES $10.00 Lavil Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

Kenneth Guio

Kenneth Guio

Marjorie Guio

Marjorie Guio

PRODUCERS 88-CS

Casper Press

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of February, 19 81

by and between Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife

Big Piney, Wyoming

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

John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M.
SECTION 27: SW¼NW¼, SW¼, S½SE¼.
SECTION 28: S½NE¼, SE¼NW¼, SE¼SW¼, SE¼.
SECTION 33: N½NE¼, NE¼NW¼.
SECTION 34: NW¼, N½NE¼.

and containing 960.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and ~~lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense~~.

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of February, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **NINE HUNDRED 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.

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

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

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

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

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

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Kenneth Guio (SEAL)
_____ (SEAL)
_____ (SEAL)
Marjorie Guio (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of October, 1981, personally appeared Kenneth Guio, aka Kenneth H. Guio, and Marjorie Gui ~~Marjorie~~, aka Margaret F. Guio, individually and as husband and wife to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 16, 1983

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

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

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

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

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

Term _____

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 _____ Deputy.

When Recorded Return to _____

_____ County Clerk—Register of Deeds.

STATE OF _____
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

_____
Notary Public

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[redacted] [redacted] [redacted]

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

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RECORDED May 1981 8:00A M
IN BOOK 61 Oil PAGE 338
FEES $10.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure

the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

Kenneth Guio

Marjorie Guio

PRODUCER [redacted] [redacted] [redacted] Casper Press

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of February, 1981

by and between Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife
Big Piney, Wyoming

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

John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 31 NORTH, RANGE 114 WEST, 6th P.M.
SECTION 29: S½SW¼, SW¼SE¼.
SECTION 32: NW¼NW¼.

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks. 16%

Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, ~~and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.~~ 16%

Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas. 16%

If no well be commenced on said land on or before the 9th day of February, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **ONE 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.

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

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

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

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

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

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

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

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

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

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

SEE "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO AND MADE A PART HEREOF

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

_____	(SEAL)	Kenneth Guio	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	Marjorie Guio	(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of March, 19 84, personally appeared Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio aka Margaret E. Guio, individually and as husband and wife to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 19, 1985

Kathleen Lee
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

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

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

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

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

Term _____

STATE OF _____
COUNTY OF _____ } SS.

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

By _____ County Clerk—Register of Deeds.

Deputy.

When Recorded Return to _____

STATE OF _____
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

_____
Notary Public

ADDENDUM TO OIL AND GAS LEASE

BY AND BETWEEN Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife

_____, LESSOR AND John P. Ellbogen, P.O. Box 1928, Casper, Wyoming 82602, LESSEE, DATED THE 9th DAY OF February, 1981

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by John P. Ellbogen, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

Lessor is to have gas free of cost from any well for all heating systems and interior lights in the existing buildings located on the lands described herein on the date of this lease during the term hereof by making his own connections with the well at his own risk and expense.

No well drilled by lessee hereunder shall be abandoned by lessee until lessee has given written notice to lessor of lessee's intention to abandon and has given lessor an opportunity to acquire and assume responsibility for such well.

As used in this lease, the term "gas" shall include natural gas, condensate, distillate, carbon dioxide, or any gaseous substance and the constituent elements and associated products thereof.

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 the 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 whilesuch gas well remains shut-in, lessee shall make payment of shut-in 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, except as otherwise provided herein. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, carbon dioxide, or any gaseous substance, and wells classified as gas wells by a 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. Lessee agrees that the priviledge of paying a shut-in royalty to hold this lease shall not be exercised to extend this lease beyond the later of five years after the completion of such shut-in well or five years after the expiration of the primary term hereof; provided, however, that if lessee drills an additional well during such extension period, the lease may be so extended by

KG
M.C.

184458

RECORDED May 1 1981 8:00 A M
IN BOOK 61 Misc PAGE 342
FEES $10.00 Laura York COUNTY CLERK
SWEETWATER COUNTY, GREEN RIVER, WYOMING
by Dorothy M Lewis

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the payment of shut-in royalties for an additional period of three additional years after the completion of such later well, and provided, further, this provision providing for such further extensions by the drilling of additional wells shall also apply to the later three year period and such additional periods as may be created thereby.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, reservoirs or irrigation ditches of lessor, provided, however, this provision shall not be construed to give lessee any interest in any water right owned by lessor or to give lessee a senior water right to lessor on said lands.

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, 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; provided, however, this clause shall not be construed as being a waiver by lessor to challenge or litigate any action with such Federal or State court, agency or other authority.

Lessee agrees to provide lessor, upon request, with any information in its possession concerning water sands or zones encountered by lessee in its drilling on the lands described herein.

It is mutually agreed that no refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the lessor and the reasonable compensation therefor. When requested, lessee shall fence all sump holes. Upon expiration or sooner termination of this lease, lessee shall quietly and peaceably surrender possession of the premises to lessor, and deliver to lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of lessee therein, and shall fill all sump holes and restore the surface of the ground to substantially its original condition.

Signed for Identification:

Kenneth Guio

Marjorie Guio

PRODUCERS 88-C

Casper Press

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 26th day of March, 1981

by and between Donald R. Wassenberg and June K. Wassenberg, husband and wife
Big Piney, Wyoming

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

John P. Ellbogen, P.O. Box 1928, 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 30 NORTH, RANGE 111 WEST, 6th P.M.
SECTION 19: All that part of the SE1/4NE1/4 of said Section 19 lying North and East of the centerline of Sublette County Road No. 23-143.

and containing 20.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six (6) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

16% First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal ~~one-eighth~~ part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such ~~one-eighth~~ royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

16% Second. To pay lessor ~~one-eighth (1/8)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

16% Third. To pay lessor ~~one-eighth (1/8)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 26th day of March, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of **TWENTY AND NO/100ths** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

It is mutually understood and agreed that the lands described in this lease shall be deemed to contain 20.00 acres for the purposes of this lease.

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

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Donald R. Wassenberg (SEAL)
June K. Wassenberg (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1981, personally appeared Donald R. Wassenberg and June K. Wassenberg, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires JANUARY 10, 1983

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

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

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot ____ Block ____ Addition ____

Section ____ Township ____ Range ____

County ____

No. of acres ____

Term ____

STATE OF Wyoming }
COUNTY OF Lincoln } SS.

This instrument was filed for record on the 4th day of May, 1981, at 2 o'clock P. M., and duly recorded in Book 61 Misc., Page 246 of the records of this office.

Fee $4.00

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

When Recorded
Return to

184459

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, JOHN P. ELLBOGEN, P.O. Box 1928, Casper, Wyoming 82602,

hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following named parties, hereinafter called Assignees, the undivided interest indicated opposite each Assignee's name, to-wit:

MAYCO EXPLORATION COMPANY P.O. Box 3036 Casper, Wyoming 82602	an undivided 75% interest
STEVE C. CHAMPLIN P.O. Box 2771 Casper, Wyoming 82602	an undivided 8.3333% interest
BILL D. FARLEIGH P.O. Box 3215 Casper, Wyoming 82602	an undivided 8.3333% interest

in and to all of Assignor's interest in and to the Oil and Gas Leases covering lands in Sublette County, Wyoming, as set out on the schedule marked Exhibit "A" attached hereto and made a part hereof.

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

Reserving however unto the Assignor herein an overriding royalty of

Four Percent of Eight-Eighths (4% of 8/8ths)

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this Assignment shall apply to any and all extensions, renewals and substitute leases obtained by Assignees,its successors or assigns on the land described herein. If said oil and gas leases cover less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignor, with respect to that tract or tracts, shall be proportionately reduced.

This Assignment is made without warranty of any kind, expressed or implied

Executed this 16TH day of APRIL, 1981.

JOHN P. ELLBOGEN

184460

RECORDED May 1 1981 8:00 A. M.
IN BOOK 61 M & M PAGE 348
FEES $27.00 Fee Paid
SUBLETTE COUNTY CLERK WYOMING

STATE OF WYOMING)
COUNTY OF NATRONA) SS

The foregoing instrument was acknowledged before me by John P. Ellbogen, this 16 day of April, 1981.

NEYSA M. SPALDING - Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 20, 1983

Neysa M. Spalding
Notary Public

Form 1o5 EXHIBIT "A" PAGE One (1) of Seven STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
1376	Gordon M. Mickelson, aka Gordon Max Mickelson, aka Gordon Mickelson, and Margaret G. Mickelson, aka Margaret Mickelson, individ. and as H&W	John P. Ellbogen	2-9-81	Township 31 North, Range 113 West, 6th P.M. Section 17: S½SE¼ Section 19: N½SE¼ Section 20: NW¼, NW¼SW¼, W½NE¼, NE¼NE¼ Section 21: NW¼NW¼, E½NW¼, W½NE¼ containing 680.00 acres		
1377	James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individ. and as H&W	John P. Ellbogen	2-9-81	Township 30 North, Range 112 West, 6th P.M. Section 11: SW¼SW¼, S½SE¼ Section 12: SE¼SW¼, SW¼SE¼ Section 13: NW¼, W½NE¼ Section 14: W½NW¼, SE¼NW¼, N½NE¼, S½ Section 23: NW¼, N½SW¼, 2.00 acres in the NW¼NE¼ of said Section 23, more particularly described as follows: Beginning at the North quarter corner of said Section 23, running thence East 20 rods, thence South 16 rods, thence West 20 rods, thence North 16 rods to place of beginning. containing 1,202.00 acres		
1378	James Francis Mickelson, aka James F. Mickelson and Mae E. Mickelson, individ. and as H&W	John P. Ellbogen	2-9-81	Township 30 North, Range 112 West, 6th P.M. Section 24: E½E½ Township 30 North, Range 111 West, 6th P.M. Section 19: Lot 1(39.91), lot 2(39.89), lot 3(39.87), lot 4(39.86), E½W½, SW¼SE¼, N½SE¼, SW¼NE¼, and all that part of the SE¼NE¼ of said Section 19 lying South and West of the centerline of Sublette County Road No. 23-143. containing 661.53 acres		

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Form 165 EXHIBIT "A" PAGE Two (2) of Seven STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
1379	James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individ. and as H&W	John P. Ellbogen	2-9-81 (effect. 4-5-81)	Township 30 North, Range 112 West, 6th P.M. Section 5: SW¼SW¼ Section 6: Lot 7(15.83), SE¼SW¼, SW¼SE¼, E½SE¼ Section 7: Lot 1(15.65), NE¼NW¼, NE¼NE¼ Section 9: NE¼SE¼ Township 31 North, Range 113 West, 6th P.M. Section 34: S½NE¼, NE¼SE¼ Section 35: NW¼SW¼, SE¼SW¼, S½SE¼ Township 30 North, Range 113 West, 6th P.M. Section 1: S½N½, SE¼, N½SW¼, SE¼SW¼ Section 2: Lot 1(39.90) Section 12: NE¼NE¼ containing 1,151.38 acres		
1380	James Francis Mickelson, aka James F. Mickelson, and Mae E. Mickelson, individ. and as H&W	John P. Ellbogen	2-9-81	Township 30 North, Range 112 West, 6th P.M. Section 9: SE¼NE¼ Section 10: S½NW¼, S½ Section 15: NE¼NW¼, N½NE¼, S½N½, S½ Section 21: NE¼NE¼ Section 22: W½NW¼, NE¼NW¼, NE¼, N½SE¼ containing 1,440.00 acres		
1381	Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, individ. and as H&W	John P. Ellbogen	2-9-81	Township 30 North, Range 112 West, 6th P.M. Section 25: All Section 26: E½, E½W½, NW¼NW¼ Section 27: N½NE¼ containing 1,240.00 acres		
1382	Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individ. and as H&W	John P. Ellbogen	2-9-81	Township 30 North, Range 112 West, 6th P.M. Section 4: SW¼, W½SE¼ Section 6: Lot 1(39.82), lot 2(39.87), lot 6(16.05), S½NE¼, NE¼SW¼, NW¼SE¼ Section 5: Lot 3(39.97), lot 4(39.86), N½SW¼, SE¼SW¼, SE¼, S½NW¼, SW¼NE¼ excepting from the SW¼NE¼ of said Sec. 5 the following described tract of land: Commencing at the East quarter corner of said Sec. 5 and running thence North 64° 42' West 22 chains 46 links to Con't.		

Form 165 EXHIBIT "A" PAGE Three (3) of Seven STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
				Township 30 North, Range 112 West, 6th P.M. the place of beginning, running thence North 11 chains 40 links, thence North 87° West 6 chains 60 links, thence South 62° 36' East 6 chains 76 links to the place of beginning. Section 8: N½NW¼, NE¼NL¼ Section 9: NW¼, N½NE¼, SW¼NE¼ containing 1,369.57 acres		
1383	Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individ. and as H&W	John P. Ellbogen	2-9-81	Township 29 North, Range 111 West, 6th P.M. Section 6: Lot 2(39.70), lot 3(39.82), lot 4(39.24), lot 5(39.49), SW¼NE¼, SE¼NW¼ Township 29 North, Range 112 West, 6th P.M. Section 1: Lot 1(39.85), SE¼NE¼ Township 30 North, Range 111 West, 6th P.M. Section 19: SE¼SE¼ Section 20: SW¼SW¼ Section 29: N½NW¼ Section 30: Lot 1(39.83), lot 2(39.77) lot 3(39.71), lot 4(39.66) E½W½ excepting that portion of the E½NW¼ and the NE¼SW¼ of said Sec. 30 which lies in the Townsite of Marbleton included in the following description; Beginning at the East quarter corner of said Section 30, thence North 1980 feet, thence West 2920 feet, thence South 2640 feet, thence East 2920 feet, thence North 660 feet to the place of beginning. Section 31: Lot 1(39.58), lot 3(39.36), lot 4(39.25), NE¼NW¼, NW¼NE¼, SE¼SW¼, SW¼SE¼, N½SW¼NE¼, N½SE¼NW¼, N½ of lot 2, the Con't.		

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Form 1b5 EXHIBIT "A" PAGE Four (4) of Seven STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
				Township 30 North, Range 111 West, 6th P.M. West 30 acres of the NE¼SW¼, excepting from the above lands the following described tracts; 1. Commencing at the Quarter corner in the south boundary line of Section 31, T.30N., R. 111W., running thence N. 14°57'W. 1385.5 feet to a point; thence S.86°54'E. 1645.1 feet to a point which said point is the point of beginning of the lands herein described.Beginning at the said initial point of beginning and running thence S. 0°11'W. 300 feet to a point; thence N.86°54'W. 617.71 feet to a point; thence N.0°11'E. 300 feet to a point; thence S.86°54'E. 617.71 feet to the point of beginning. 2. That part of Section 31, T. 30N, R. 111W, 6th P.M. bounded and described as follows: Beginning at the South Quarter corner of Sec. 31, T. 30N, R. 111W, 6th P.M., thence N. 14°57'W 1385.5 feet; thence N.03°08'E. 1275 feet to the NE corner of that certain tract of land conveyed to the Town of Big Piney by deed recorded in Book 1 of Deeds, page 414, records of Sublette County, Wyoming, which point is the true point of beginning of this tract; thence N.86°54'W. 270 feet along the northerly boundary of said tract of land conveyed to the Town of Big Piney to the NW corner thereof; thence N.03°08'E. 77 feet more or less to the South right of way boundary of County Road No. 25, described in Book 2 of County Road records of said Sublette County, thence S.82°15'E. along said South Con't.		

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Form 105 SHEET "A" PAGE Five (5) of Seven STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
				Township 30 North, Range 111 West, 6th P.M. right of way boundary of County Road No. 25, 271 feet, thence S.03°08'W., 55 feet more or less to the true point of beginning. 3. That part of the SE¼NW¼ and NE¼SW¼ of Section 31, T. 30N, R. 111W, 6th P.M., described as follows: Commencing at the Southwest corner of Lot 2, identical with the quarter Section corner in the West boundary of Sec. 31; and running thence S.80°43'E. a distance of 1877.2 feet, more or less, to a point, which said point is the initial or descriptive point of the lands hereinafter described. Beginning at said initial point and running thence S.86°54'E. a distance of 186.85 feet, more or less, to a point on the West boundary line of property now owned by the Southwest School District; thence N.3°08'W. a distance of 269.85 feet, more or less, thence N.82°15'W. a distance of 152.5 feet, more or less, thence N.10°10'W. a distance of 284.34 feet, more or less to said initial point of beginning. 4. That part of the SE¼NW¼, NE¼SW¼, Section 31; T. 30N, R. 111W., 6th P.M. bounded and described as follows: Commencing at the Southwest corner of Lot 2, identical with the quarter section corner on the west boundary of said Section 31; and running thence N.88°15'E. 1613 feet to a point; thence S.67°50'E. 255 feet to a point, which last mentioned point is the initial or discriptive point of lands hereinafter described, beginning at said initial point and running thence Con't.		

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LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
				Township 30 North, Range 111 West, 6th P.M. S.10°10'W. 200 feet to a point; thence S.79°30'E. 50 feet to a point; thence N.10°10'E. 200 feet to a point; thence N.79°50'W. 50 feet to said initial point of place of beginning. 5. All that parcel of land lying in the NE¼SW¼ Section 31, T.30N, R. 111W, 6th P.M., located and described as follows: Commencing at the quarter corner in the South boundary of said Section 31, T.30N, R. 111W, running thence N.14°57'W. 1385.5 feet, thence N.3°8'E. 705 feet to a point, which said point is the initial or descriptive point of the land hereinafter described; Beginning at said initial point and running thence N.3°8'E. 570 feet thence N.86°54'W. 270 feet; thence S.3°8'W. 570 feet; thence S.86°54'W. 270 feet to said initial point. containing 1,138.54 acres		
1384	Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, individ. and as H&W	John P. Ellbogen	2-9-81	Township 30 North, Range 112 West, 6th P.M. Section 13: S½ Section 22: SE¼NW¼, NE¼SW¼, S½S½ Section 23: S½SW¼, E½, less and excepting 2.00 acres in the NW¼NE¼ of said Sec. 23 more particularly described as follows; Beginning at the North quarter corner of said Sec. 23, running thence East 20 rods, thence South 16 rods, thence West 20 rods, thence North 16 rods to place of beginning Section 24: W½, W½E½ containing 1,438.00 acres		

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Form 105 SHEET "A" PAGE Seven (7) of Seven STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
1385	Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individ. and as H&W	John P. Ellbogen	2-9-81	Township 31 North, Range 113 West, 6th P.M. Section 27: SW¼NW¼, SW¼, S½SE¼ Section 28: S½NE¼, SE¼NW¼, SE¼SW¼, SE¼ Section 33: N½NE¼, NE¼NW¼ Section 34: NW¼, N½NE¼ containing 960.00 acres		
1386	Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individ. and as H&W	John P. Ellbogen	2-9-81	Township 31 North, Range 114 West, 6th P.M. Section 29: S½SW¼, SW¼SE¼ Section 32: NW¼NW¼ containing 160.00 acres		
	Donald R. Wassenberg and June K. Wassenberg, H&W	John P. Ellbogen	3-26-81	Township 30 North, Range 111 West, 6th P.M. Section 19: All that part of the SE¼NE¼ of said Sec. 19 lying North and East of the centerline of Sublette County Road No. 23-143 containing 20.00 acres		

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That TWIN CREEK EXPLORATION CO., INC. A UTAH CORPORATION

....., 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
Betty L. Welch	10633 Sperry St. Northglenn, Colorado, 80234	1% of 1/6th

Being in all a total of an undivided one-percent (1%) of one-sixth (1/6th) 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:

That certain oil and gas lease recorded Book 61 at page 265 at the Office of County Clerk, Sublette County, Wyoming. Lillian E. Harrower, a widow, as Lessor and Twin Creek Exploration Co., Inc. as Lessee, dated March 16, 1981., Lands described as follows:

Township 28 North, Range 112 West, 6th P.M.
Section 11: $SW\frac{1}{4}SE\frac{1}{4}$
Section 12: $SW\frac{1}{4}SW\frac{1}{4}$
Section 13: Lot 3, $W\frac{1}{2}NW\frac{1}{4}$
Section 14: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

184478

Containing 316.64 gross acres.
LESSORS INTEREST IS a ONE-SIXTH

Filed: May 4 1981 8:00 A.
Book 61 D & T Page 356
Fee $ Paid
Uinta County, Wyoming
By Dorothy M Ellis

Containing 316.64 gr acres, more or less.

WITNESS our hands this 22nd day of April, 1981.

Witnesses:

ATTEST: R. C. Albright, Secretary

TWIN CREEK EXPLORATION CO., INC.

BY: David A. Swenson, President

STATE OF WYOMING
COUNTY OF UINTA } SS.

(Corporation)

On the 24th day of April, A. D., 1981, personally appeared before me David A. Swenson, who being by me duly sworn, did say that he is the President of TWIN CREEK EXPLORATION CO., INC. A UTAH CORPORATION, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said David A. Swenson, President acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires: 1/2/83

Amelia Rebeus
Notary Public
Residing at: Evanston, Wyo

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Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name **Bell Trossen**
Street **Box 513**
City **Garden Grove, California 92642**
State
Zip Code

W 28379
(Serial Number)

This lease is subject to the **determination by the Geo**
[illegible] to whether **the lands herein descrit**
[illegible] known geologic structure of a **producin**
oil or gas field as of **the date of signing hereof by th**
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: **#332** State: **Wyoming** County: **Sublette**

T. 32 N., R. 114 W., 6th Prin. Mer.
Sec. 28: All
Sec. 33: All
Sec. 34: All
Sec. 35: All

184479

RECORDED May 4 1971 8:00 A.M.
IN BOOK 61 Misc PAGE 357
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Stevens

U.S. [illegible]
lease [illegible]
Structure [illegible]

Containing a total of	**2560.00**	acres	Annual Rental . . . . . $ **1280.00**

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

Effective date of lease: **MAY 1 1971**

THE UNITED STATES OF AMERICA

By [signature] **NG ASSISTANT MANAGER, OIL & GAS**
(Signature of Signing Officer) (Title)

APRIL 20 1971
(Date)

No. **355– 3007**

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

SEE INSTRUCTIONS ON REVERSE

28379 3. Parcel Number 332
4. State Wyoming

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. Bell Trossen (Signature of Applicant) Mar. 17, 1971 (Date)

6. Box 513, Garden Grove, Calif. 92642
(Address, include zip code)

DO NOT DETACH

[redacted] [redacted] For Claimant [redacted]

LE[redacted]ERMS

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

Sec. 2. The lessee agrees:

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

(b) *Cooperative or unit plan.*—Within 30 days of demand, 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 royalties. Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in 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; 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 assignment, preference of purchaser.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

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

(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) *Removal on 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 the lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, [redacted] all debris, and so far as reasonably possible, restore the surface of the leased land, access roads to their former condition, including the removal 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 regulations.

(s) *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 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 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 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) *Sharing.*—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 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 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 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 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 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 (not 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 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 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.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

U.S. GOVERNMENT PRINTING OFFICE: 1968 O-297 016

WSO 3100-10
(Jan 1970)
(Formerly
WSO 3122-3)

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SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse side shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 — 347-3213

District Manager
Bureau of Land Management
Jett Building
P. O. Box 589
Lander, Wyoming 82520 — 332-4220

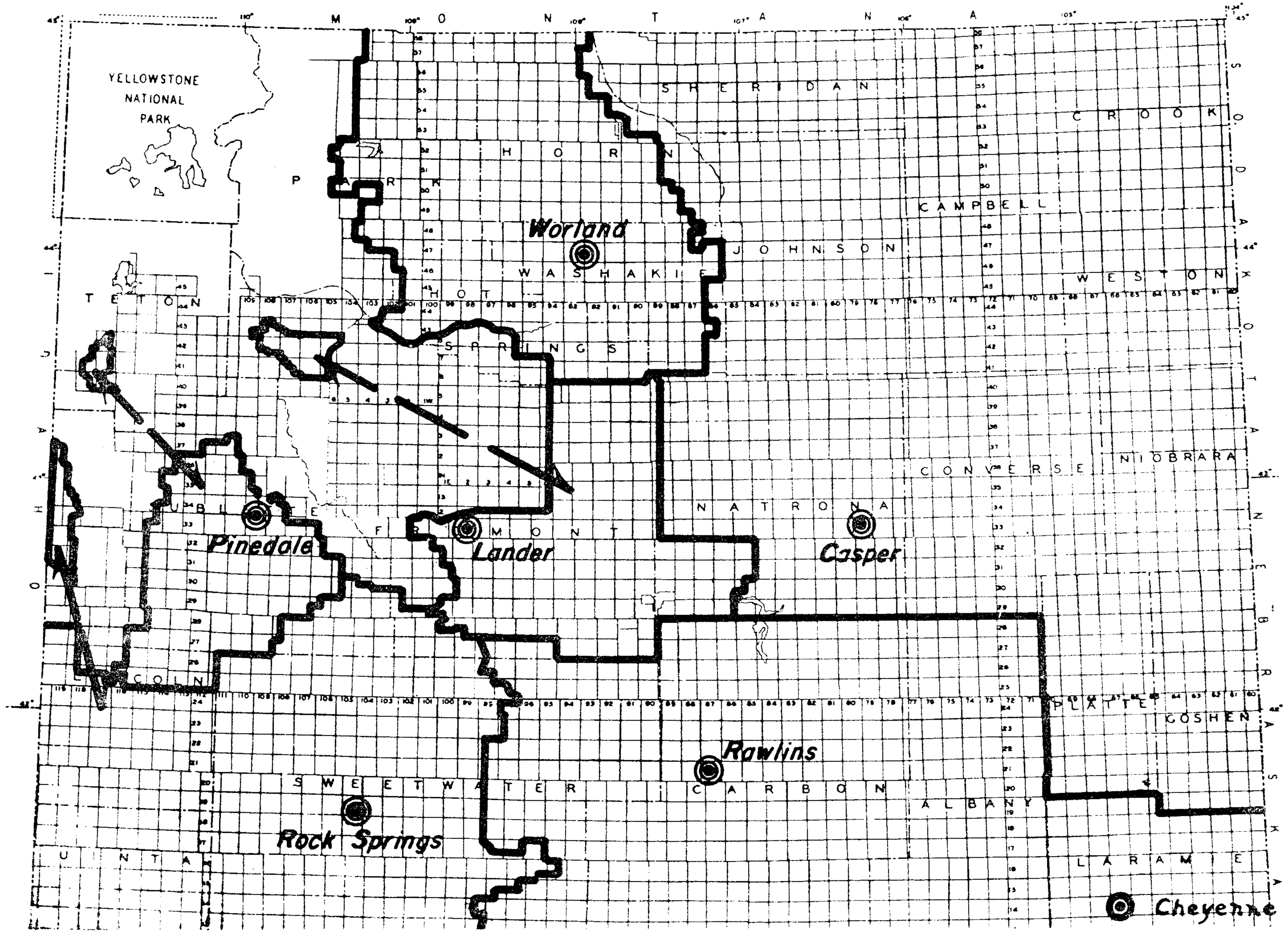
District Manager
Bureau of Land Management
Suite 22, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 — 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 82901 — 362-6613

District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 768
Pinedale, Wyoming 82941 — 367-4358

District Manager
Bureau of Land Management
127 East "A" Street
Casper, Wyoming 82601 — 265-4310

WYOMING


YELLOWSTONE NATIONAL PARK
PARK
HOT SPRINGS
WASHAKIE
BIG HORN
SHERIDAN
CROOK
CAMPBELL
JOHNSON
WESTON
NIOBRARA
CONVERSE
NATRONA
FREMONT
PINEDALE
LANDER
CASPER
WORLAND
TETON
SUBLETTE
LINCOLN
SWEETWATER
CARBON
ALBANY
PLATTE
GOSHEN
LARAMIE
UINTA
ROCK SPRINGS
RAWLINS
CHEYENNE

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Form 3120-13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
W-28379
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
May 1, 1971
New Serial Number

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
MAY 20 1971
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

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

Name
Street
City
State
Zip Code
A. LANSDALE
P. O. Box 68
Garden Grove, California 92642

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)

T. 32 N., R. 114 W., 6th Prin. Mer.
Sec. 28: All
Sec. 33: All
Sec. 34: All
Sec. 35: All

184480

Containing 2560 acres, more or less

State of Wyoming
County of Sublette
FILED May 4 1981 8:00 AM
BK 61 PAGE 361
Lou Lamb COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Ellerd

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

3. What interest is being conveyed to assignee? 100%

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

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

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

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 31, day of March, 1971.

Bell Trossen
(Assignor's Signature)
Bell Trossen, an unmarried woman

Box 513, Garden Grove, Calif. 92642
(Assignor's Address)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

CERTIFIED
to be a true and correct copy
of the official records on file
JUL 8 - 1971
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective JUN 1 1971

Date approved JUN 1 1971

By Glenn W. Lane
(Authorized Officer)
ACTING Chief, Br. of Lands & Minerals Operations
(Title)

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

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

[redacted] [redacted] LAND OFFICE COPY [redacted]

[redacted] Assignee hereby requests [redacted] approval of assignment

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

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

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

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

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

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

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

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

Executed this 22, day of April , 19 71.

CERTIFIED
to be a true and complete copy
of the official records on file
JUL 8 - 1971
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

A. Lansdale (Assignee's Signature)
P.O. Box 68
Garden Grove, Calif. 92642
(Address)

INSTRUCTIONS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

ON March 31st, - - - - - - -, 19 71,
before me, the undersigned, a Notary Public in and for said State, personally appeared
BELL TROSSEN, an unmarried woman
, 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
MARY K. DEAN
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires April 8, 1974

Mary K. Dean
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 231—Rev. 3-64

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

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 847 • 899

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32-114

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Serial No. W-28379

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. RAYMOND CHORNEY
P. O. Box 144
Casper, Wyoming 82601

184481

LAND OFFICE USE ONLY
New Serial No.

RECORDED May 5 1981 8:00AM
IN BOOK 61 O & G PAGE 363
FEE $6.00 David Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

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

T. 32 N., R. 114 W., 6th Prin. Mer.
Sec. 28: All
Sec. 33: All
Sec. 34: All
Sec. 35: All

State of Wyoming
County of Sublette

Containing 2560.00 acres, more or less

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

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

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

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

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

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 22, day of April , 19 71.

A. Lansdale
A. Lansdale, a Widow,
(Assignor's Signature)

P. O. Box 68
(Assignor's Address)

Garden Grove, California 92642
(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 1971

By Edward W. Hurd
(Authorized Officer)

ACTING Chief, Br. of Lands & Minerals Operations JUN 1
(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 31* [redacted] FOR [redacted] MENT

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

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

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

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

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

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

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

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

Executed this 18 day of May, 1971

(signature)
(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 CALIFORNIA
COUNTY OF ORANGE } ss.

ON April 22d - - - - - - - - - , 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared A. LANSDALE, a Widow, 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
MARY K. DEAN
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires April 8, 1974

Mary K. Dean
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 231—Rev. 3-64 A SUBSIDIARY OF AMERICAN STATIONERY PRODUCTS CORP.

Containing 2560 0

5. *Effect of assignment* — Upon approval of assignment, ... of the Government as to the ...

ownership has previously been furnished, ... number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications

REASSIGNMENT RIDER

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor of its intention to do so at any time not less than thirty (30) days prior to the rental due date under said lease by written notice, properly deposited into the United States post office with sufficient postage, addressed to:

A. LANSDALE
P. O. Box 68
Garden Grove, California 92642

and in that event upon demand by said Assignor, said Assignee, its successors and assigns, will re-assign said lease, or the portion thereof on which it does not choose to pay said rentals, to said Assignor. In the absence of any such demand, however, no obligation on said Assignee, its successors and assigns, to re-assign said lease shall exist.

A.L.

GPO 830-858

365

Form 3120–13
(DECEMBER 1968)
(formerly 4–1175)
MTN STATES LITHO

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
WYOMING 28379
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
May 1, 1971
New Serial Number

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

(name) PACIFIC TRANSMISSION SUPPLY COMPANY
(address) 245 Market Street
San Francisco, California 94105

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) 184482

Township 32 North, Range 114 West, 6th P.M.
Section 28: All
Section 33: N½
Section 34: All
Section 35: All

Containing 2240.00 acres, m/l
Sublette County, Wyoming

RECORDED May 4 1973 8:00A M
IN BOOK 61 Misc PAGE 365
FEES $6.00 Dorothy Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

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

3. What interest is being conveyed to assignee? seventy-five percent

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

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

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

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

Executed this 18th day of May , 19 73

(Assignor's Signature)

RAYMOND CHORNEY
P. O. BOX 144
CASPER, WYOMING 82601
S. S. # 003–10–1348
(Assignor's Address)

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

THE UNITED STATES OF AMERICA

BLANKET REQUEST FOR APPROVAL IN FILE W-032670

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective JUL 1 1973

Date approved AUG 16 1973

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

By [redacted] W. Lance
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

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

[redacted] [redacted] FO[redacted]MANT

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

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

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

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

3. Is the filing fee of $10 attached? ☐ Yes ☐ No

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

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

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

This form is submitted in lieu of official **Form 3120–13** and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this day of , 19

(Assignee's Signature)

(Address)

with acknowledgment added

INSTRUCTIONS

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

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

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

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

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

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

Form 3120–13
(DECEMBER 1968)
(formerly 4–1175)

STATE OF WYOMING
} ss.
COUNTY OF NATRONA

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of May, 19 73, personally appeared RAYMOND CLOSSEY

and

, to 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 DOROTHY A. BEARY — Notary Public
County of Natrona State of Wyoming
My Commission Expires June 6, 1973

Dorothy A. Beary
Notary Public

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Form 3106–5
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Prairie Publishing Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-28379

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. PACIFIC TRANSMISSION SUPPLY COMPANY
245 Market Street
San Francisco, California 94105

The undersigned, as owner of 25 percent of record title of the above-designated oil and gas lease issued effective *(date)* 5-1-71, 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)*

SUBLETTE COUNTY, WYOMING
Township 32 North, Range 114 West, 6th P.M.
Section 28: All
Section 33: N½
Section 34: All
Section 35: All

Containing 2240.00 acres, more/less

184483

RECORDED May 4 1981 8:00A
IN BOOK 61 Misc PAGE 367
FEES $ 5.00 Lois J Yake COUNTY CLK
SUBLETTE COUNTY PINEDALE, WYOMING

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

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

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

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

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

SHOWN IS SHOT "S FILED"

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 21st day of January, 19 80

Raymond Chorney
(Assignor's Signature)

RAYMOND CHORNEY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80295
S.S. # [illegible]-10-1348
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1980

By Harold G. Stinchcomb
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations
(Title)

DEC 1 1980
(Date)

NOTE: This [redacted] may be reproduced provided that copies are [redacted] productions on one sheet of both sides of [redacted] cial form in [redacted] e 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 21 years of age
2. Assignee is a citizen of the United States — For qualifications see U-38700
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this 29 day of January, 1980

C. T. Clark, Jr., by his execution hereof, certifies that there is no agreement or understanding between Pacific Transmission Supply Company and the undersigned, either oral or written, by which the undersigned has received or is to receive any interest in the lease, including royalty or interest in any operating agreement under such lease.

PACIFIC TRANSMISSION SUPPLY COMPANY

By: C. T. Clark

(Assignee's Signature)

C. T. Clark, Jr. - Attorney-in-Fact
EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED IN W-56943 AND SUCH AUTHORITY IS STILL IN EFFECT.

245 Market Street, 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

1. **Use of form** — Use only for assignment of record title interest in oil and gas leases. **Do not use for assignments of working or royalty interests, operating agreements, or subleases.** An assignment of record title may only cover lands in **one** lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with **each** assignment.
2. **Filing and number of copies** — File three (3) completed and manually signed copies in appropriate land office. A $25 nonrefundable filing fee **must** accompany assignment. File assignment within ninety (90) days **after** date of final execution.
3. **Effective date of assignment** — Assignment, if approved, takes effect on the first day of the month following the date of filing of **all** required papers.
4. **Overriding royalties or payments out of production** — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. **Effect of Assignment** — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with **all** lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; **except** in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of Assignee

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

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

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

4. **Statement of interests** — Assignee **must** indicate whether or not he is the sole party in interest in the assignment; if not, assignee **must** submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement **must** be signed by each and assignee giving the nature 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 UTAH
CITY & COUNTY OF SALT LAKE

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond Chorney

this 21st day of January, 1980.

Witness my hand and official seal.

Mary L Farmer
Notary Public

My commission expires: October 26, 1983

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In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least forty-five (45) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

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 28379

Lease effective date
May 1, 1971

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Natural Gas Corporation of California

Address (include zip code)

245 Market Street, San Francisco, CA 94106

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)

184484

T32N, R114W, 6th PM
Sec. 28: All
Sec. 33: N½
Sec. 34: All
Sec. 35: All

Filed for record at request of
May 4 A.D. 81 8:00 A M
Book 61 Or 4 Page 370
Fees $ 6.00 Sam Yeh COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Hess

Containing 2,240.00 acres, m/l, Sublette County, Wyoming

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	6.25% * *reduced in proportion to interest assigned; contingent interest in net profits (see attached)
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 10 day of OCTOBER 1980, 19 .

Pacific Transmission Supply Company

R. C. Thompson
(Assignor's Signature)

245 Market Street
(Assignor's Address)

R. C. Thompson (Attorney-in-Fact)

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN W-56943 AND SUCH AUTHORITY IS STILL IN EFFECT.

San Francisco, CA 94105
(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

006607

By Harold G. Fleming
(Authorized Officer)
Chief, Br. of Lands & Minerals Operations

DEC 1 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 3106

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

The interest in net profits is computed on the basis of multiple leases and applicable only in such months, if any, when net production revenues (gross production revenues attributable to the leasehold interests assigned less all payments for royalties, overriding royalties -- including the 1/16th ORR reserved herein -- and any other interests payable out of production attributable to such interests) exceed the total of (i) current costs for the exploration, development, equipping, operation, and maintenance of the interests assigned and (ii) all previous unrecovered costs for such purposes in connection with such leasehold interests by an amount greater than the total current net amount payable to Assignor under the 1/16th ORR for all such leasehold interests; in any such month, Assignor will be entitled to one-half of the difference between the amount of such excess of net production revenues over the total of such current and previous costs [redacted] payable under the 1/16th [redacted]

P[redacted]-a

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 56351

Lease effective date
11-1-76

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Phillips Petroleum Company

Address *(include zip code)*

7800 E. Dorado Place, Englewood, CO 80111

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)

184504

Township 28 North, Range 104 West, 6th PM
Section 15: W½
Section 22: E½
Section 29: S½S½
Section 30: Lot 4, SE¼SW¼, S½SE¼
Section 31: Lots 1,2,3,4, E½, E½W½
Section 32: N½, SW¼, N½SE¼, SW¼SE¼

Containing 2,172.55 acres, more or less.

Sublette Co., Wyoming

Filed for record this May 5 1981 8:00 A.M.
Book 61 Misc. Page 372
$8.25 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

This assignment is subject to the reassignment clause attached herewith and made a part hereof.

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/**
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 **October**, 19 **80**

(Assignor's Signature)

215 Security Life Building
(Assignor's Address)

R. E. Puckett

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 NOV 1 1980

By Alberta M. Dare
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 15 1981
(Date)

007244

Claimant

372

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.

373 P-162954-a

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. 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 [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 22nd day of October , 1980 .

PHILLIPS PETROLEUM COMPANY

By: R. A. Wolgast (Assignee's Signature) Attorney-in-Fact

7800 East Dorado Place
(Assignee's Address)

Englewood, Colorado 80111
(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 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 statemer 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 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 ther 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 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.

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
NORTHWEST DIVISION
7800 E. DORADO PLACE
ENGLEWOOD, CO 80111

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 13th day of October, 19 80, before me personally appeared R. E. Puckett the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
8/14/82

Notary Public
Residing in Denver, Colorado

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

On the 22nd day of October, 1980, 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.

NOTARY PUBLIC

My Commission Expires:
January 18, 1983

Residing at: Englewood, Colorado

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

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intent 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 cle of any burdens, encumbrances or outstanding interest other than those existing on the da hereof. Assignee's liability for failure to comply with the provisions of this paragrap shall not exceed the cash consideration paid for this assignment.

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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 Certificate of Agreement of Merger of the "AVANCE OIL & GAS COMPANY, INC.", merging with and into the "AMAX PETROLEUM CORPORATION", under the name of "AMAX PETROLEUM CORPORATION", was received and filed in this office the twenty-seventh day of February, A.D. 1981, at 10 o'clock A.M.

184505

RECORDED May 5 1981 8:00A M
IN BOOK 61 Misc PAGE 375
FEES $ 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

FORM 122

[redacted]TATE OF WYOMI[redacted]

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

71-15759

1-7

INT.
ASSIGNED

62-63 CD-01

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

8-61 CD-01

1. WILLIAM C. KIRKWOOD (Name of Applicant)
P. O. BOX 1706 (Number and Street)
CASPER, WYO. 82601 (City and State)

8-48 CD-02

49-78 CD-02

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

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
Sublette (County) / COMMON SCHOOL (Fund)	(County) / (Fund)
T. 32 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. 128 (69-71 CD-01)	This lease embraces the area and the land described in item 2.
Sec. 16 All	The rental retained is the rental amount shown in item 4.
Total Area 640.00 Acres	Total Area ..... Acres

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

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) ..... $ 320.00

Total $ 335.00 (72-75 CD-01)

5. Undersigned certifies as follows:

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

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

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

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

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

6. Offeror agrees:

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

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

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

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

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 10 day of Sept., 1971

Lessee: William C. Kirkwood
(Lessee Signature)

(Lessee Signature)

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

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

Signed on OCT 7 1971

EFFECTIVE DATE OF LEASE October 2, 1971

Examined: .....

SEP 13 1971

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

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

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LEASE TERMS

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50¢ per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil and gas free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil produced and saved.

When the lessor elects to take its royalty oil in kind such oil shall be good merchantable oil and the lessee shall if necessary furnish storage therefor free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

~~W. H. Brown (Und. 25% Int.)~~
~~512 Petroleum Building~~
~~Casper, Wyoming 82601~~

ALL LEASE (3% overriding royalty reserv by William C. Kirkwood)

ROYALTY ASSIGNMENT
Warren Driskell (1%)
P. O. Box 1923
Casper, Wyoming 82601
Mary B. Calvert (1%)
216 West 7th
Casper, Wyoming 82601

W. H. Brown assigns 2% overriding royalty

INTEREST ASSIGNMENT
Pacific Transmission Supply Company (Und.75%Int.)
245 Market St.
San Francisco, Calif. 94105

W. H. Brown assigns an Und. 75% Int. (Subject to 5% overriding royalty previously provided for)

INTEREST ASSIGNMENT:
~~Raymond Chorney (Und. 12.5% Int.)~~
~~401 Lincoln Tower Building~~
~~1860 Lincoln Street~~
~~Denver, Colorado 80203~~

W. H. Brown assigns an Und. 12.5% Int. (Subject to 5% overriding royalty previously provided for)(P/A#5032 Filed

ROYALTY ASSIGNMENT:
Joan Chorney
401 Lincoln Tower Bldg.
1860 Lincoln St.
Denver, Colorado 80295

Warren Driskell assigns 1% overriding royalty

ROYALTY ASSIGNMENT:
Robert W. Scott
1275 Lupine Way,
Genesee, Golden, Colorado 80401

Joan Chorney assigns 1/8 of 1% overriding royalty

INTEREST ASSIGNMENT: (Und. 12.5% Int.)
Pacific Transmission Supply Company
245 Market Street
San Francisco, California 94105

W. H. Brown assigns an Undivided 12.5% Interest (Subject to 5% overriding royalty previously provided for)

INTEREST ASSIGNMENT: (Und. 12.5% Int.)
Pacific Transmission Supply Company
245 Market Street
San Francisco, California 94105

Raymond Chorney assigns an Undivided 12.5% Interest (Subject to 5% overriding royalty previously provided for)

184506

Recorded May 5 1971 8:00 AM
Book 61 O & G PAGE 376
FEE $8.00 Lou G York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.
by Dorothy M Lewis

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 7th day of October, A. D. 19 71.

A. E. KING
Commissioner of Public Lands

SLO-25

379

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

Kintzel Blue Print Co.
134 N. Center Street
Casper, Wyoming

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ William C. Kirkwood, P. O. Box 1706, Casper, Wyoming 82601, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-15759, and covering land situate in Sublette County, Counties, described as follows:

T 32 N, R 114 W, 6th P.M.
Section 16: All

and containing 640.00 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 Mr. W. H. Brown, 512 Petroleum Building of Casper, Wyoming 82601, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same as described above.

184507

RECORDED May 5 1981 8:00 AM
IN BOOK 61 Misc PAGE 379
Fee $6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Steen

and containing 640.00 acres, more or less, reserving, however, unto assignor An overriding royalty interest of Three Percent of 8/8ths (3%).

TO HAVE AND TO HOLD unto the said W. H. Brown, his successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 13 day of April, 1973.

WITNESS:

William C. Kirkwood
Assignor-Lessee

By _____
President

Attest:

_____
Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of WYOMING }
County of NATRONA } ss.

On this 13 day of April, A. D. 1973, before me personally appeared William C. Kirkwood 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 13 day of April, A. D. 1973.

SHAROL L. RIEN — Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 21, 1975

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: May 3, 1973 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: May 1, 1973

SC

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

Form Approved: 3-2-50

THE FOLLOWING CLAUSE IS MADE A PART OF THIS INSTRUMENT

4c. In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (1 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. In the event Assignee assigns said lease, in whole or in part, Assignee herein shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. Assignee's liability for loss of said lease prior to termination by law or lease terms shall be equal to the cash consideration paid for this assignment.

380

381

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, W.H. Brown
512 Petroleum Building, Casper, Wyoming 82601, assignor
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-15759,
and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 114 West, 6th P.M.
Section 16: All

Containing 640.00 acres, m/l

and containing 640.00 acres more or less, for and in consideration of the sum of ten and no/100ths Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto PACIFIC TRANSMISSION SUPPLY COMPANY an undivided 75% of of 245 Market St., San Francisco, Calif., 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

184508

RECORDED May 5 1973 8:00 A M
IN BOOK 61 O & G PAGE 381
FEE $4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M. Ellis

and containing 640.00 acres, more or less, reserving, however, unto assignor no overriding royalty, there being however 3% resvd by William C. Kirkwood, 1% by Mary B. Calvert and 1% by Warren Driskell

TO HAVE AND TO HOLD unto the said Pacific Transmission Supply 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 18 day of May, 1973.

WITNESS:

W.H. Brown — Assignor-Lessee

By ..... President

Attest

(SEAL)

..... Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of WYOMING
County of NATRONA } ss.

On this 18 day of May, A. D. 19 73, before me personally appeared W.H. Brown 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 18 day of May, A. D. 19 73

(SEAL)

KATHY L. WEINRICH – Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 28, 1977

Kathy L Weinrich
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 ..... 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: July 5, 1973 without binding the State for the/ payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: August 3, 1973

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

pb [redacted]

PRAIRIE PUB. CO.—FORM 1032
[redacted] V. 1-66)

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, W. H. Brown
512 Petroleum Building, Casper, Wyoming 82601, assignor
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-15759,
and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 114 West, 6th P.M.
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and no/100ths Dollars
($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over
unto Raymond Chorney, 401 Lincoln Tower Bldg., 1860 Lincoln Street, Denver, Colorado 80203
of an undivided 50.07 % 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 described

184509

RECORDED May 5 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 382
FEES 6.00 Lois Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by D Miller

and containing 640.00 acres, more or less, reserving, however, unto assignor no overriding royalty, there being however 3% resvd. by William C. Kirkwood, 1% by Mary B. Calvert and 1% by Warren Driskell

TO HAVE AND TO HOLD unto the said Raymond Chorney, his successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 6 day of January, 1976

WITNESS:

W. H. Brown — Assignor-Lessee

By ..... President

Attest

(SEAL) ..... Secretary

State of .....
County of ..... } ss.

On this .....day of....., A. D. 19....., before me personally appeared.....
.....to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this .....day of....., A. D. 19.....

(SEAL) ..... Notary Public

My commission expires: .....

STATE OF _____)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W. H. Brown

this 6 day of JANUARY, 1976

Witness my hand and official seal.

Mary B. Calvert
Notary Public

My Commission Expires:

MAY 23, 1978

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

pb

PRAIRIE PUB. CO.—FORM 1032
(REV. 1-68)

CERTIFICATE

I CERTIFY THAT THIS A TRUE AND
COMPARATIVE COPY OF THE OFFICIAL
RECORD ON FILE IN THE WYOMING
STATE LAND OFFICE.

April 15, 1981
Date

M. OFFICER Maxine B. Rhodes

COMMISSIONER OF PUBLIC LANDS
AND FARM LOANS

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, W. H. BROWN, 512 Petroleum Building, Casper, Wyoming 82601, assignor being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-15759, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 114 West, 6th P.M.
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and no/100ths Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street, of San Francisco, California 94105, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the ~~following~~ described land:
above

184510

RECORDED May 5 1981 8:00 A.M.
IN BOOK 61 R & L PAGE 394
FEES 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

and containing 640.00 acres, more or less, reserving, however, unto assignor no overriding royalty

TO HAVE AND TO HOLD unto the said Pacific Transmission Supply 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 14th day of January, 1980.

WITNESS:

W.H. Brown
Assignor-Lessee

By
President

Attest

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of WYOMING
County of NATRONA } ss.

The foregoing instrument was acknowledged before me by W.H. Brown
this 14th day of January, 1975. 80.

Witness my hand and official seal.

Mary B. Calvert
Notary Public

My commission expires: MAY 23, 1982

ACKNOWLEDGEMENT (For use by Corporation)

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least forty-five (45) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: payment of any overriding royalty March 6, 1980 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: April 1, 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.) fb

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, RAYMOND CHORNEY, 401 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80295, assignor being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 71-15759, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 114 West, 6th P.M.
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and no/100--------Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street of San Francisco, California 94105, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the ~~following~~ above described land:

184511

RECORDED May 5 1981 8:00 A.M.
BOOK 61 O&G PAGE 385
Mrs. Lou J. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK by D. M. Devine

and containing 640.00 acres, more or less, reserving, however, unto assignor NONE

TO HAVE AND TO HOLD unto the said PACIFIC TRANSMISSION SUPPLY 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 21st day of January, 1980

~~XXXXXX~~

RAYMOND CHORNEY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80295
S.S. # 003-10-1348

Raymond Chorney
Assignor-Lessee

~~By~~

~~President~~

~~Attest~~

~~Secretary~~

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
City & County of DENVER } ss.

The foregoing instrument was acknowledged before me by Raymond Chorney this 21st day of January, 1980.

Witness my hand and official seal.

Mary E. Ramer
Notary Public

My commission expires: October 26, 1983

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least forty-five (45) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

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: April 1, 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.)

fb

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

Kintzel Blue Print Co.
134 N. Center Street
Casper, Wyoming

KNOW ALL MEN BY THESE PRESENTS: That I, we, Pacific Transmission Supply Company 245 Market Street, San Francisco, CA 94105, **assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number** 71-15759, **and covering land situate in** Sublette **County, Counties, described as follows:**

T32N, R114W, 6th PM
Sec. 16: All

and containing 640.00 **acres more or less, for and in consideration of the sum of** TEN **Dollars ($**10.00**) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto** Natural Gas Corporation of California, 245 Market Street San Francisco, CA 94106, **assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:**

SAME LANDS AS DESCRIBED ABOVE.

FILED May 5 1981 8:00 A M
6-1 Ox L P 386
6:00 Lou J Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Lee

184512

and containing 640.00 **acres, more or less, reserving, however, unto assignor** 6.25% overriding royalty reduced in proportion to the interest assigned, and contingent interest in net profits described on the rider attached hereto.

TO HAVE AND TO HOLD unto the said Natural Gas Corporation of California, its **successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.**

IN WITNESS WHEREOF, this instrument is executed this 14 **day of** MAY **1980.**

Pacific Transmission Supply Company
Assignor-Lessee

WITNESS:

By R. C. Thompson
R. C. Thompson (Attorney-in-Fact) ~~President~~

~~Attest:~~

~~Secretary.~~

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19_____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

_____
Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: Dec. 4, 1980 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Jan. 9, 1981

et

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

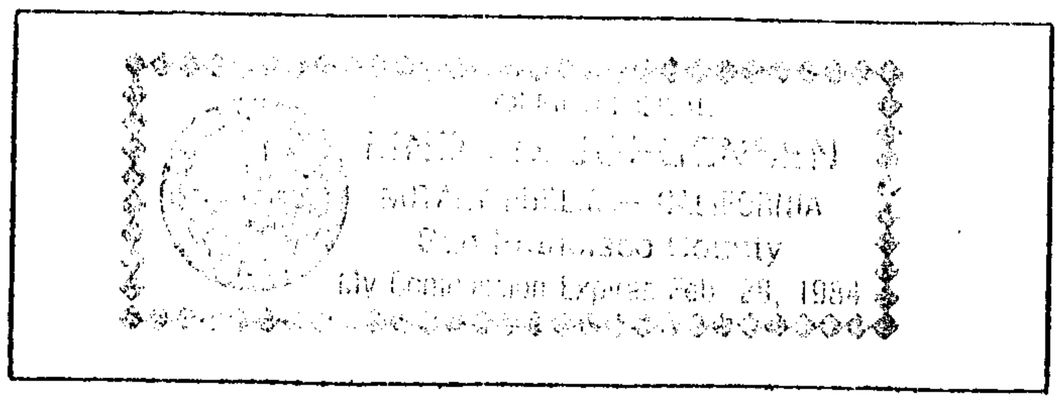
Form Approved: 3-2-50

386

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 14th day of May, 1980, before me, Linda D. Jorgensen, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared R. C. Thompson, known to me to be the person who executed the within instrument on behalf of PACIFIC TRANSMISSION SUPPLY COMPANY the company therein named, and whose name is subscribed to the within instrument as the Attorney-in-Fact of said company and acknowledged to me that he subscribed the name of said company thereto as principal, and his own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Linda D. Jorgensen
Notary Public in and for said
City, County and State

My Commission Expires February 28, 1984

The interest in net profits is computed on the basis of multiple leases and applicable only in such months, if any, when net production revenues (gross production revenues attributable to the leasehold interests assigned less all payments for royalties, overriding royalties -- including the 1/16th ORR reserved herein -- and any other interests payable out of production attributable to such interests) exceed the total of (i) current costs for the exploration, development, equipping, operation, and maintenance of the interests assigned and (ii) all previous unrecovered costs for such purposes in connection with such leasehold interests by an amount greater than the total current net amount payable to Assignor under the 1/16th ORR for all such leasehold interests; in any such month, Assignor will be entitled to one-half of the difference between the amount of such excess of net production revenues over the total of such current and previous costs and such amount payable under the 1/16th ORR.

PRODUCER [redacted] [redacted] Casper Press

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 19th day of March, 1981

by and between Abner L. Hecox and Emma Lee Hecox, Husband and Wife
P.O.Box 538
Pinedale, WY 82941

Party of the first part, hereinafter called lessor (whether one or more) and

Kenneth K. Farmer P.O.Box 3402, Casper, WY 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 lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 37 North, Range 110 West, 6th P.M.
Section 13: $SW\frac{1}{4}SW\frac{1}{4}$;
Section 14: $SE\frac{1}{4}SE\frac{1}{4}$;
Section 24: $N\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$;
Section 25: $NW\frac{1}{4}NW\frac{1}{4}$;
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$.

184550

Filed for record May 6 1981 11:00 A.M.
Recorded in Book 61 Misc Page 388
Sublette County Clerk
by Lana Yoh Deputy
Fee $10.00

and containing 440.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of SEVEN (7) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 19th day of March, 19 82, 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 successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four hundred forty and no/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

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YFL-2

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____	(SEAL)	X Abner L Hecox	(SEAL)
_____	(SEAL)	Abner L. Hecox	(SEAL)
_____	(SEAL)	X Emma Lee Hecox	(SEAL)
_____	(SEAL)	Emma Lee Hecox	(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ 20th day of March, 1981, personally appeared Abner L. Hecox and Emma Lee Hecox, husband and Wife, to me known to be the identical person S described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Donna E Sievers
Notary Public

County of Sublette State of Wyoming
My Commission Expires 4/22/82
My commission expires April 22,1982

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM

_____

_____

_____

TO

_____

_____

_____

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____M., and duly recorded in Book _____, Page _____ of the records of this office.

_____
County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded
Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires _____

_____
Notary Public

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

Russell W. Brown
300 S Greeley Hiway
Cheyenne, WY 82001

W 38074
(Serial Number)

This lease is subject to the determination by the logical Survey as to whether the lands herein de ed were on a known geologic structure of a prod oil or gas field as of the date of signing hereof b 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: #254 State: Wyoming County: Sublette

T 29 N, R 112 W, 6th Prin Mer, WY

Sec 11: SW¼SW¼

184551

RECORDED May 6 1981 1:00 P M
BOOK 61 R & P PAGE 390
FEE $10.00 Paid Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of	40.00	acres	Annual Rental	$	20.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: February 1, 1973

THE UNITED STATES OF AMERICA

(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

January 18, 1973
(Date)

No. 481- 2140

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

SEE INSTRUCTIONS ON REVERSE

38074

3. Parcel Number 254

4. State WYOMING

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. Russell W. Brown
(Signature of Applicant)

NOV 2 3 1972
(Date)

6. 300 SO. GREELEY HWY., CHEYENNE, WYO. 82001
(Address, include zip code)

DO NOT DETACH

Return to: MARATHON OIL COMPANY
CONTRACTS & DIV. ORDERS
P. O. BOX 120
CASPER, WYOMING 82602

FOR CLAIMANT

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LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and reports with respect to expenditures, 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 of [illegible] or expiration of the lease, or at any other [illegible] date when required and to the extent deemed [illegible] to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land, 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 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 on 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 on 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 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 other 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 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 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 (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 for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.* It is hereby 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 Sections 431, 432, and 433, Title 18 of the United States Code, relating to contracts [illegible] and form a part of

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 Supervise in consultation with the appropriate surface management agency and to such reasonble 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, Wyomin and will also furnish a copy of such map and explanation to the Pinedale District Manager, Bureau of Land Management.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of insuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the Area Oil and Gas Supervisor shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) The location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) The types of vehicles that may be used and the areas in which they may be used; and

(c) The manner or location in which improvements such as roads, buildings, pipelines or other improvements are to be constructed.

Signed this _____ day of _____, 19___

_____

Lessee's Signature

Return to: MARATHON OIL COMPANY
CONTRACTS & DIV. ORDER DEP
P. O. BOX 120
CASPER, WYOMING 82602

In order to minimize watershed damage exploration, drilling. and other development activity will be limited to the period from June 1 to February 28. Exceptions to this limitation in any year may be specifically authorized in writing by the Pinedale District Manager, Bureau of Land Management.

Return to: MARATHON OIL COMPANY
CONTRACTS & DIV. ORDER DEPT
P. O. BOX 120
CASPER, WYOMING 82602

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-38074

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Maurice W. Brown
300 South Greeley Highway
Cheyenne, Wyoming 82001

184552

1.

RECORDED May 6 1981 1:00 P
BOOK 61 D & T PAGE 394
FILED 8:00 Lincoln COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D M Lee

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* FEB 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 29 North, Range 112 West, Sublette County, Wyoming

Section 11: SW¼SW¼

Containing 40.00 acres

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 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 31st day of January, 19 73

Russell W. Brown
(Assignor's Signature)

300 South Greeley Highway
(Assignor's Address)

Cheyenne, Wyoming 82001
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1973

By Glenn W. Janes
(Authorized Officer)

Return to: MARATHON OIL COMPANY
CONTRACTS & DIV. ORDER DEPT.
P. O. BOX 120
CASPER, WYOMING 82602

Chief, Oil & Gas Section
(Title)

APR 2 1973
(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*

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For 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 [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 1st day of February , 1973

Maurice W. Town
(Assignee's Signature)

300 South Greeley Highway
Cheyenne, Wyoming 82001
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 – Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

☆U.S. Government Printing Office
1972-780-681/118 Region 8

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Laramie } ss.

On this 31st day of January, A. D. 1973, before me personally appeared Russell W. Brown 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 31st day of January, A. D. 1973.

LOIS J. SIEDOW NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
(SEAL)
My Commission expires: July 31, 1975

Lois J. Siedow
Notary Public

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 38074

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

MARATHON OIL COMPANY

Address *(include zip code)*

P.O. BOX 120
CASPER, WYOMING 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 29 North, Range 112 West, 6th P.M.

Section 11: SW¼SW¼

184553

Containing 40.00 acres
Subeltte County, Wyoming

FILED May 6 1981 1:00 P.M.
BOOK 61 Misc
FEES 6.00 Sandy Yale
PAGE 397
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Dorothy M. Ellis

Return to: MARATHON OIL COMPANY
CONTRACTS & DIV. ORDER DEPT.
P. O. BOX 120
CASPER, WYOMING 82602

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	90%
4. Specify interest or percent of record title interest being retained by assignor, if any	10%
5. Specify overriding royalty being reserved by assignor	NONE
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 28th day of May, 19 80

(Assignor's Signature)

S.S.#520-30-5538

300 South Greeley Highway
(Assignor's Address)

Cheyenne, Wyoming 82001
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1980

000817

By (Authorized Officer)
Chief, Oil & Gas Section

APR 24 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 3106

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual assignee's statement of its qualifications are attached. If previously furnished, identify the serial number and 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 [ ] 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 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

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by

MAURICE W. BROWN

this 28th day of May, 1980.

Witness my hand and official seal.

My commission expires:
Julie A. Hilgenberg Notary Public
County of Laramie State of Wyoming
My Commission Expires Nov. 5, 1983

Julie A. Hilgenberg
NOTARY PUBLIC

Form 88
Kan.-Okla. Rev. 1974

OIL AND GAS LEASE

THIS AGREEMENT Entered into this the 26th day of March 81

between Floyd L. Briggs, Jr. and Kathryn Briggs, his wife and Dorthean Jorgensen, a widow
Pinedale, Wyoming 82941

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee does witness:

1. That lessor for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling, and the drilling, ~~mining~~, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring land, to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, said tract of land with all rights thereon being situated in the County of Sublette

State of Wyoming and described as follows:

Township 34 North, Range 110 West, 6th P.M.
Section 22: $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$
Section 23: $S\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 24: $SW\frac{1}{4}NW\frac{1}{4}$
Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read Fifteen Percent (15%)

and containing 687.50 acres more or less.

2. It is agreed that this lease shall remain in full force for a term of FIVE (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his well, the equal one eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one eighth (1/8) of the proceeds at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well, (b) one eighth (1/8) of the value at the mouth of the well computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of any such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 26th day of March 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of ($687.50) Six Hundred Eighty Seven & 50/100 Dollars, which shall cover the first a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such royalty shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~XXXXXX~~ ~~XXXX~~ on said land. No well shall be drilled nearer than ~~200~~ 500 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed) the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments necessary to show a severance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all assignments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, successor, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the lessee or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying, to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if 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 reworking or drilling a well within sixty days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization, provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's net acreage in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease regardless whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessor. This lease may be executed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written

Witness

X Floyd L. Briggs, Jr.
Floyd L. Briggs, Jr. SSN:480-32-9488

X Kathryn Briggs
Kathryn Briggs SSN:520-34-8446

X Dorthean Jorgensen
Dorthean Jorgensen SSN:520-54-9773

400

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 19 81, personally appeared Floyd L. Briggs, Jr.

and Kathryn Briggs, his wife

to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 1/3/83

Notary Public

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 4th day of May, 19 81, personally appeared Dorthean Jorgensen, a widow

to 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 1/3/83

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 11th day of May, 1981, at 3:00 o'clock P M. and duly recorded in Volume 61 Page 377 of the records of this office.

County Clerk.

By Deputy.

When recorded return to

184558

401

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 1st day of April, 19 81

by and between Christian F. Murer, George J. Kirn, and Robert W. Lavington
1645 Court Place Suite 201
Denver, Colorado 80202
Kenneth K. Farmer
of P. O. Box 3402, Casper, Wyoming 82602

, hereinafter called lessor (whether one or more) and

, hereinafter called lessee

WITNESSETH, That the said lessor, for and in consideration of Ten and more ---------- DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 36 North, Range 110 West, 6th P.M.
Sec. 5: Lot 2 (27.08), Lot 3 (27.38), Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼
Sec. 6: SE¼NE¼, E½SE¼
Sec. 18: Lot 3 (31.87), Lot 4 (32.00), E½SW¼

Township 37 North, Range 110 West, 6th P.M.
Sec. 35: S½NE¼, N½SE¼, SW¼SE¼

and containing 786.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal 15% ~~one-eighth~~ part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such ~~one-eighth~~ royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

15% Second. To pay lessor ~~one-eighth (⅛)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

15% Third. To pay lessor ~~one-eighth (⅛)~~ of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st day of April, 19 81, 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 Metrobank Bank at Denver, Colorado or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Seven hundred eighty-six and no/100********** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby [redacted] agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

x Robert W. Lavington (SEAL)
Robert W. Lavington (SEAL)
(SEAL)
(SEAL)

x Christian F. Murer (SEAL)
Christian F. Murer (SEAL)
(SEAL)
x George J. Kirn (SEAL)

STATE OF Colorado } SS.
COUNTY OF

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 19 81, personally appeared Christian F. Murer, George J. Kirn, and Robert W. Lavington, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires May 22, 1983

Mary Kay Chamberlain
Notary Public

STATE OF } SS.
COUNTY OF

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of

, 19, personally appeared

and , to me known to be the identical person ,

described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County Term

No. of acres

STATE OF Colorado } SS.
COUNTY OF Mesa

This instrument was filed for record on the 7th day of April, 1981, at 8 o'clock A. M., and duly recorded in Book 1467, Page 401 of the records of this office.

County Clerk—Register of Deeds.
By Kathleen Deweese
Deputy.

When Recorded
Return to

$6.50

184559

STATE OF } SS.
COUNTY OF

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of , 19, before me appeared

, to me personally known, who, being by me duly sworn, did say that he is

President of , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, J. R. Rainey, Jr., 1600 The 600 Building, Corpus Christi, Texas 78473, assignor, being lessee, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-0646, and covering land situate in Sublette County, described as follows:

Township 32 North, Range 104 West, 6th P. M.
Section 36: All

and containing 640.00 acres, more or less, for and in consideration of the sum of Ten and more Dollars ($10.00 +) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AREL Partners of Corpus Christi, Texas, assignee, the following:

1. An undivided 35% interest in and to said lease and all leasehold rights created thereby.

2. All of the rights and interests (including a production payment of $10,000.00 per acre payable out of 5% of 8/8 of oil and gas and a right to receive a re-assignment, under certain circumstances) reserved by assignor in that certain assignment dated November 12, 1980, whereby J. R. Rainey, Jr. assigned to Mountain Fuel Resources, Inc., an undivided 65% interest in said lease.

TO HAVE AND TO HOLD unto the said AREL Partners, its successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 28th day of January, 1981.

J. R. Rainey, Jr.
Assignor-Lessee

184562

RECORDED May 8 1981 8:00 A M
IN BOOK 61 Misc PAGE 403
Fee $ 6.00 COUNTY CLERK
SUBLETTE, WYOMING

THE STATE OF TEXAS)(

COUNTY OF NUECES)(

On this 28th day of January, 1981, before me personally appeared J. R. RAINEY, 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 28th day of January, 1981.

Notary Public, Nueces County, Texas

My commission expires

1-31-84

Jo Ann Kelly
Typed or printed name

405

For Approved by Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 78- 0941

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. C. M. PETERSON
(Name of Applicant)
1776 Lincoln Street
(Number and Street)
Denver, CO 80203
(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
SUBLETTE (County) / COMMON SCHOOL (Fund)	(Not to be filled in by Offeror) (County) / (Fund)
T. 30 N., R. 105 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 815	This lease embraces the area and the land described in item 2.
Sec. 36 All	
Total Area 640.00 Acres	Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) ..... $ 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 18th day of September, 19 78

Lessee: .....
C. M. PETERSON (Lessee Signature)

.....
(Lessee Signature)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the above offer, and on the reverse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed.

Signed on OCT 13 1978

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By A. L. Kuzy
Commissioner of Public Lands—Secretary

EFFECTIVE DATE OF LEASE October 2, 1978

(Chapter 120, Session Laws of Wyoming, 1965)

Examined: .....

[redacted] [redacted] 5 [redacted]

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in 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 approvec corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50c per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Land to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE - PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen; including the replanting and reseeding of drilling sites and other areas disturbed by 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 [illegible] for damages other than the lessee's loss of interest rights thereof for actual damages thereto and injury to improvements thereon, provided that the lessee shall not be held responsible for acts of providence or actions beyond his control

(l) TAXES AND WAGES—FREEDOM OF PURCHASE To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase; and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the 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 and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631 (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. The 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 said 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. The relinquishment shall not become effective as to the land and the wells thereon shall have been plugged to the condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to the effective date of relinquishment becoming effective shall be payable by lessee unless payment thereof is waived by lessor. A relinquishment having become effective there shall be no recovery by lessee of any part of the lease as to the relinquished lands nor any refund of rentals.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957 as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

82-0[illegible]

ADDENDUM TO LEASE 78- 0941

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: OCT 13 1978

BOARD OF LAND COMMISSIONERS SEAL

LESSOR: STATE OF WYOMING,
acting by and through
its Board of Land
Commissioners

BY: A. L. King
Commissioner of Public Lands-
Secretary

LESSEE:

BY: [redacted]

184563

RECORDED: May 8 81 8:00 A.M.
IN BOOK 61 Oil & Gas 405
FROM 10th Land Yak RECORDS OF
STATE OF WYOMING
Dorothy Milburn

Aminoil U.S.A. Inc.
Prudential Plaza Building Suite 1700
1050 17th St.
Denver, CO 80265

ALL LEASE: (5% overriding royalty reserved by C.L. Peterson)

AM 11 28
PUBLIC LANDS
FARM LOANS

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands & Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in the Pioneer Building, 2424 Pioneer Avenue of Cheyenne, Wyoming on this 13th day of October, A. D. 1978.

COMMISSIONER OF PUBLIC LANDS SEAL WYOMING

A. E. KING
COMMISSIONER OF PUBLIC LANDS

SLO-25

AMINOIL, INC.
PRUDENTIAL PLAZA
ADO 80265

409

Form Approved by
Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

76- 0816

ASSIGNED

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. ELZALENE SULLIVAN
(Name of Applicant)
P.O. Box 1001
(Number and Street)
Ft. Lauderdale, Florida 33302
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested

SUBLETTE (County)	COMMON SCHOOL (Fund)

T. 31 N., R. 106 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List: 677

Sec. 3 NW¼SW¼
Sec. 10 S½NE¼
Sec. 11 S½NW¼:NE¼SE¼:SW¼NE¼
Sec. 12 S½NE¼:SE¼NW¼:NW¼SW¼
Sec. 26 SE¼NW¼

Total Area 480.00 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) (Fund)

T. ..... N., R. ..... W., 6th P.M.

This lease embraces the area and the land described in item 2.

Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) ..... $ 240.00

Total $ 255.00

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 15th day of November, 19 76.

Lessee: E Zalene Sullivan
ELZALENE SULLIVAN (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 DEC 10 1976

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

EFFECTIVE DATE OF LEASE December 2, 1976

By A. L. Kuntz
Commissioner of Public Lands—Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

Examined: [illegible]

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 sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE--PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES--FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE--PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the 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 right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-1 (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

~~Jae O. Breene, Jr.~~
~~1700 Broadway - #1219~~
~~Denver, CO 80290~~

~~Winona Oil Company (Und. 50% Int)~~
~~Suite #1219, 1700 Broadway~~
~~Denver, Colorado 80290~~
~~James L. Walker (Und. 50% Int)~~
~~770 Anaconda Tower~~
555 17th Street
Denver, Colorado 80202

Aminoil U.S.A., Inc.
Prudential Plaza Bldg. Suite 1700
1050 17th Street
Denver, CO 80265

ALL LEASE ($2\frac{1}{2}$% overriding royalty reserved by Elzalene Sullivan)

ALL LEASE (Subject to $2\frac{1}{2}$% overriding roy previously provided for)

ALL LEASE ($2\frac{1}{2}$% overriding royalty reser by Winona Oil Company & James L. Walker (Subj. to $2\frac{1}{2}$% overriding royalty previo provided for)

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands and Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne, Wyoming on this 10th day of December, A. D. 1976.

A. E. KING
Commissioner of Public Lands

SLO-25

RECORDED 1981 8:00
1815L4
SUBLETTE COUNTY, PINEDALE, WYOMING
'79 OCT 29 AM 10 37
COMMISSIONER OF PUBLIC LANDS
STATE FARM LOANS
return to
AMINOIL U.S.A., INC.
SUITE 1700, PRUDENTIAL PLAZA
DENVER, COLORADO 80265

Form Approved by
Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

78- 0842A

Assigned

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. JAS.O. BREENE, JR
(Name of Applicant)
1700 BROADWAY
(Number and Street)
DENVER, COLO. 80202
(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. 107 W., 6th P.M.		T. ..... N., R. ..... W., 6th P.M.	
Enter here the Parcel Number applied for if on Simultaneous Filing List.		This lease embraces the area and the land described in item 2.	
~~Sec. 16: All~~ T. 33 N., R. 108W Sec. 36: All (Assigned L... 78-342A)			
Total Area ~~1280.00~~ 640.00 Acres		Total Area ..... Acres	

4. Amount remitted: Filing Fee ... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) $ 640.00 ~~1280.00~~

Total $ 1295.00

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 8th day of Sept, 19 78

Lessee: Jas. O. Breene
JAS. O. BREENE (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 October 5, 1978

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

EFFECTIVE DATE OF LEASE October 2, 1978

By A E Kuy
Commissioner of Public Lands—Secret.
(Chapter 120, Session Laws of Wyoming, 1965)

Examined: 3338-3

412

ADDENDUM TO LEASE 78- 0842

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: OCT 5 1978

LESSOR: STATE OF WYOMING,
acting by and through
its Board of Land
Commissioners

BY: A. L. Kuy
Commissioner of Public Lands-
Secretary

LESSEE:

BY: Jas. O. Breeneff

184565

RECORDED May 8 1981 8:00 A M
IN BOOK 61 Oil & Gas PAGE 412
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Dorothy M. Lewis

SECTION 1. RI[redacted]ESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50c per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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 [redacted] herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE--PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES--FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board res[redacted]ght of disapproval of such overriding royalties [redacted] in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the [redacted] lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-1 (as to Farm Loan Board lands), Wyoming Statute 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly sworn 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 may be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and 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 the effective date of relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment when it becomes effective there shall be no recourse by lessee on the lease as to the relinquished lands, may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36 Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

4/15

Aminoil U.S.A., Inc.
Prudential Plaza Building Suite 1700
1050 17th Street
Denver, CO 80290

ALL LEASE. (5% overriding royalty reserved t
Vinona Oil Company & James L. Walker)

Book April 6, 197

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

77- 0114

ASSIGNED

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. JAMES O. BREENE
(Name of Applicant)
1700 Broadway - #1219
(Number and Street)
Denver, Colorado 80290
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
SUBLETTE (County) / COMMON SCHOOL (Fund)	(County) / (Fund)
T. 33 N., R. 110 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 46	This lease embraces the area and the land described in item 2.
Sec. 36 All	
Total Area 640.00 Acres	Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) $ 320.00

Total $ 335.00

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 21 years of age. Each corporation that is to acquire an interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming.

The name and address of each such interested individual, including the partners or associates if an interest is to be acquired by a partnership or association, are as follows: .....

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:

(b) No employee of the State Land Office is to acquire an interest in said lease by virtue of this offer. If applicant is an individual, it is further certified that he is not an officer in any corporation, a member of any partnership or association, or a majority stockholder in a corporation, which has or will file an application on the lands herein sought to be leased.

(c) None of the land described in item 2 above is described in or covered by any other pending offer filed by this applicant or in which this applicant has any right, claim, interest, or title.

6. Offeror agrees:

(a) That Offeror's signature to this offer shall constitute Offeror's signature to and acceptance of this lease insofar as said lease covers any land described in item 2 above open to lease application at the time this offer is filed, and shown in item 3 as included in this lease.

(b) An acceptable application may be withdrawn at any time prior to issuance of lease but if withdrawn the rentals, and fees transmitted with said application will thereupon be forfeited to the State as penalty for failure to fulfill the obligations.

(c) If the lease terms on the reverse of this offer do not express all of the terms and conditions of the lease form in effect on the date this offer is filed, the lessor shall amend the lease terms set out in this Offer to Lease and Lease by substituting therefor, and attaching to this Offer to Lease and Lease, the lease terms and conditions in effect on the date this offer is filed, and Offeror agrees to be bound by said substituted lease terms and conditions.

7. It is hereby certified that the statements made herein are complete and correct to the best of Offeror's knowledge and belief and are made in good faith. Any willful misrepresentation or concealment by Offeror of a material fact in this offer shall render this lease subject to cancellation.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 17th day of January, 19 77

Lessee: James O. Breene
JAMES O. BREENE (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: [illegible]

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By A. L. Knapp
Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

323-2

416

184566

417

May 8 81 8:00 A.M.
61 Book 416
Sec Fee Paid Clerk
By Dorothy McKee

1977 JUL 12 AM 10:32

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 sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the exclusive lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 63-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

Janet M. Breene
1700 Broadway
Denver, Colorado 80290

ALL LEASES

~~James G. Breene, Jr.~~
~~1700 Broadway, Suite 1219~~
~~Denver, CO 80290~~

~~Amoil U.S.A., Inc.,~~
~~Prudential Plaza building Suite 1700~~
~~1050 17th Street~~
~~Denver, Co 80265~~

ALL LEASES (Except ~~Janet G. Breene, Jr.~~)

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

RECEIVED
FEB 14 1977
BUREAU OF LAND MANAGEMENT
FARMINGTON, NEW MEXICO

Return to
AMOIL USA, INC.
SUITE 1700 PRUDENTIAL PLAZA
80265

Form Approved by
Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

78- 1078A

Assigned

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. JAS. O. BREENE, JR
(Name of Applicant)
~~XXXXXXXX~~ 1700 BROADWAY
(Number and Street)
~~XXXXXXXXXXXXXXXXXXXX~~ DENVER, COLO. 80202
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested

Sublette (County) | MINERS HOSPITAL (Fund)

T. 29 N., R. 104 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List.

Sec. 11: SE¼NE¼ Assigned L.#
~~13: SW¼SW¼~~ 78-1078A

40.00
~~80.00~~
Total Area ~~80.00~~ Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) (Fund)

T. ..... N., R. ..... W., 6th P.M.

This lease embraces the area and the land described in item 2.

Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00
40.00
Advanced Rental (To be computed at 50¢ per acre or fraction thereof) $ ~~80.00~~
Total $ 95.00

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 19 day of Oct., 19 78

Lessee: Jas. O. Breene
JAS. O. BREENE JR. (Lessee Signature)

(Lessee Signature)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the above offer, and on the reverse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed.

Signed on DEC 7 1978

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

EFFECTIVE DATE OF LEASE December 2, 1978

By A. L. Kuntz
Commissioner of Public Lands—Secretary

(Chapter 126, Session Laws of Wyoming, 1965)

3338-1

Examined: .....

420

421

ADDENDUM TO LEASE 78- 1078

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: DEC 7 1978

LESSOR: STATE OF WYOMING,
acting by and through
its Board of Land
Commissioners

BY: A. L. Kuhaupt
Commissioner of Public Lands-
Secretary

LESSEE:

184567

BY: Jas. O. Breeden

RECORDED May 8 1981 8:20 A M
IN BOOK 61 Misc PAGE 420
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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 sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface of lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment 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 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 upon 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 as of the date and hour of receipt thereof in the Office of the Commissioner or at some later date if it be so specified by the lessee therein. If the 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 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 the surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

Aminoil U.S.A., Inc.
Prudential Plaza Bldg. Suite 1700
1050 17th St.
Denver, CO 80265

ALL LEASE (5% overriding royalty reserved by Winona Oil Company & James L. Waller)

Form Approved
Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

79- 0060

Assigned

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. Jas. O. Breene, Jr.
(Name of Applicant)
1700 Broadway
(Number and Street)
Denver, Colo 80202.
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested

Sublette | COMMON School
(County) (Fund)

T. 32 N., R. 106 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List.

Sec. 16: All

Total Area 640 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) (Fund)

T. ..... N., R. ..... W., 6th P.M.

This lease embraces the area and the land described in item 2.

Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) $ 640.-

Total $ 655.-

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 6 day of Dec., 1978.

Lessee: Jas. O. Breene
JAS. O. BREENE JR. (Lessee Signature)

(Lessee Signature)

This lease of 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 1 1979

EFFECTIVE DATE OF LEASE February 2, 1979

Examined: .....

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By Al Kug
Commissioner of Public Lands—Secretary

(Chapter 129, Session Laws of Wyoming, 1965)

3338-8

424

LEASE TERMS

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50c per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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, on 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 not 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 well, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way or Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to permit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631 (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 the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective 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 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 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 be so approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to the surrender or relinquishment becoming effective shall be paid by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee on the lease as to the relinquished lands nor shall rentals be refunded.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

~~Winona Oil Company (Und. 50% Int)~~
Suite #1219, 1700 Broadway
Denver, Colorado 80290
~~James L. Walker (Und. 50% Int)~~
3325 Anaconda Tower
555 17th Street
Denver, Colorado 80202

ALL LEASE

Aminoil U.S.A., Inc.
Prudential Plaza Building Suite 1700
1050 17th Street
Denver, CO 80265

ALL LEASE (5% overriding royalty reserved by Winona Oil Company & James L. Walker)

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands & Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in the Pioneer Building, 2424 Pioneer Avenue, of Cheyenne, Wyoming on this 1st day of February, A. D. 19 79.

COMMISSIONER OF PUBLIC LANDS SEAL LARAMIE WYOMING

A. E. King
A. E. KING
COMMISSIONER OF PUBLIC LANDS

184568

RECD: May 8 1981 8:00 A M
IN BOOK 61 Real
FEES 2.00 Fee Paid PAGE 424
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
Dorothy M. Lewis

426 + 427

428

Forms Approved by
Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 78- 1085

Assigned

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. JAS. O. BREENE, JR
(Name of Applicant)
[illegible] BROADWAY
(Number and Street)
DENVER, COLORADO 80202
(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. 106 W., 6th P.M.		T. ... N., R. ... W., 6th P.M.	
Enter here the Parcel Number applied for if on Simultaneous Filing List.		This lease embraces the area and the land described in item 2.	
Section 36: all			
Total Area 640.00 Acres		Total Area ... Acres	

4. Amount remitted: Filing Fee ... $ 15.00

Advanced Rental (To be computed at ~~50¢~~ $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 31 day of October, 19 78.

Lessee: Jas. O Breene
JAS. O. BREENE JR. (Lessee Signature)

(Lessee Signature)

BOARD OF LAND COMMISSIONERS SEAL WYOMING

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 DEC 7 1978

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By A. L. Kueg
Commissioner of Public Lands—Secreta

EFFECTIVE DATE OF LEASE December 2, 1978

(Chapter 120, Session Laws of Wyoming, 1965)

Examined: ...

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50c per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE--PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES--FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631 (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective 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 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 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 rent is to accrue and be paid to the date a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee against the lessor as to the relinquished lands and 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 thereto.

ADDENDUM TO LEASE 78-1085

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: DEC 7 1978

BOARD OF LAND COMMISSIONERS 2:22 P.M. WYOMING

LESSOR: STATE OF WYOMING,
acting by and through
its Board of Land
Commissioners

BY: A. L. Kuntz
Commissioner of Public Lands-
Secretary

LESSEE:

BY: Glen O. Brumley

3338-6

~~Wilson Oil Company(Und. 50% Int)~~
~~Suite [illegible], 1700 Broadway~~
~~Denver, Colorado 80290~~
~~James L. Walker(Und. 50% Int)~~
~~3525 [illegible] Tower~~
~~999-17th Street~~
~~Denver, Colorado 80202~~

[illegible] U.S.A., Inc.
Prudential Plaza Bldg. Suite 1700
1050 17th St.
Denver, Co 80265

All lease (5% overriding royalty reserved by Wilson Oil Company - James L. Walker)

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands & Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in the Pioneer Building, 2424 Pioneer Avenue of Cheyenne, Wyoming on this 7th day of December, A. D. 1978.

COMMISSIONER OF PUBLIC LANDS WYOMING
SEAL

A. E. King
A. E. KING
COMMISSIONER OF PUBLIC LANDS

184569

RECORDED May 8 1981 8:00 A M
IN BOOK 61 O&G PAGE 428
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. [illegible]

Form Approved by
Board April 6, 1972

432

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 78- 0967

Assigned

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. JAS. O. BREENE, JR
(Name of Applicant)
1700 BROADWAY
(Number and Street)
DENVER, COLO. 80202
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested

Sublette (County) | COMMON SCHOOL (Fund)

T. 34 N., R. 108 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List.

36 N.
Sec. 36: Lots 1 thru 7, W½NE¼, NW¼, N½SW¼, NW¼SE¼

Total Area 642.65 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) | (Fund)

T. ..... N., R. ..... W., 6th P.M.

This lease [illegible] area and the land [illegible] item 2.

Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) $ 643.00

Total $ 658.00

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 8 day of Sept, 19 78.

Lessee: Jas O Breene
JAS. O. BREENE JR. (Lessee Signature)

(Lessee Signature)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the above offer, and on the reverse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed.

Signed on NOV 2 1978

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By A.L. Kueng
Commissioner of Public Lands—Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

EFFECTIVE DATE OF LEASE November 2, 1978

Examined:

338-4

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 sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE--PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by 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 acts 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 said lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages, Labor, Workmen's Compensation fees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE--PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the lands herein leased.

(c) The right, with consent of the lessee, to commit the hereln leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631 (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective 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 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 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 the effective relinquishment becoming effective shall be payable by lessee unless payment thereof is duly waived by lessor. A relinquishment having become effective there shall be no recourse by lessee against the lease as to the relinquished lands nor any rentals refunded.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957 as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

78- 0967

ADDENDUM TO LEASE

The following lease provisions are attached to and made a part of the foregoing lease for oil and gas and shall be executed as part thereof:

SECTION 3. (c) is amended by adding the following paragraph:

"The leased lands will not be committed to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Sec. 3(e), below."

SECTION 3. is further amended by adding a new paragraph (e) as follows:

"In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept, a bona fide offer from a purchaser who intends to sell or transport the gas into 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: NOV 2 1978

BOARD OF LAND COMMISSIONERS SEAL WYOMING

LESSOR: STATE OF WYOMING,
acting by and through
its Board of Land
Commissioners

BY: A. L. Kueg
Commissioner of Public Lands-
Secretary

LESSEE:

BY: [illegible]

Minon. Oil Company(Und. 50% Int.)
Suite #1111, 1700 Broadway
Denver, Colorado 80290
James L. Walker(Und. 50% Int.)
3929 Anaconda Power
255 17th Street
Denver, Colorado 80202

Mobil Oil Corp.
Prudential Plaza Bldg. Suite 1709
1050 17th St.
Denver, Colo. 80265

Mobil [illegible] overriding royalty reserved by
Minon Oil Company, J. James L. Walker)

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands & Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in the Pioneer Building, 2424 Pioneer Avenue of Cheyenne, Wyoming on this 2nd day of November, A. D. 1978.

COMMISSIONER OF PUBLIC LANDS SEAL WYOMING

A. E. KING
COMMISSIONER OF PUBLIC LANDS

SLO-25

184570

FILED: May 5 1981 11:00 AM
RECORDED: 61 Oil & Gas PAGE 432
FEES $10.00 Lacey Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lacey

435

436

Form 88-- (Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 24th day of April, 19 81

between Jessie Jean Robbins and David W. Robbins, her husband
504 West Junipero Street, Apartment B
Santa Barbara, California 93105

and APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

Township 35 North, Range 111 West, 6th P. M.
Section 7 : Lot 2, SE¼NW¼

Township 35 North, Range 112 West, 6th P. M.
Section 1 : Lots 1, 2, 3, SW¼NE¼, E½SW¼, W½S
Section 12: NE¼

Township 36 North, Range 112 West, 6th P. M.
Section 36: All

Wherever the term one-eighth (1/8) appears in this lease, it shall by this referenc be amended to read sixteen percent (16.00%).

and containing 1,317.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from ~~this date~~ March 21, 1982 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 21st day of March, 19 83, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Crocker National Bank at Santa Barbara, CA 93105, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Thousand Three Hundred Seventeen & 00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Jessie Jean Robbins
Jessie Jean Robbins SSN: 563-32-0345

X David W. Robbins
David W. Robbins

"This lease is expressly made subject to any and all leases, easements, conditions and restrictions, if any, relating to the herein above described property, to the extent tha the same may still be in force and effect as shown of record in the office of the Clerk of Court[redacted]blette County, Wyoming."

Printed [redacted]inting, 511 16th St., Suite 222, (303) 893-1681

STATE OF California }
COUNTY OF ✓ Santa BArbara } 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 ✓ first day of ✓ May, 19 81, personally appeared Jessie Jean Robbins

and David W. Robbins, her husband

, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

OFFICIAL SEAL
CAROLYN H POWELL
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
My comm. expires JUL 27, 198

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 27, 1984

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 7th day of May, 19 81, at 12:20 o'clock P M., and duly recorded in Volume 601 Real Page 436 of the records of this office.

Sam J. Yturbide
County Clerk.

By Deputy.

When recorded return to

184571

4/37

Form 88—(Producers)
Kan., Okla. & Colo. 1957

438

C Rev 1974 OIL AND GAS LEASE

6

THIS AGREEMENT, Entered into this the 22nd day of April, 19 81

between George Franz and Shirla Franz, his wife
Box 55
Wickenburg, Arizona 85358

and APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, CO 80264 hereinafter called lessee, does witness

hereinafter called lessor,

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

184572.

May 8 ... 81 10:00 A
... Book 238
... Fee
... Big Piney

Township 37 North, Range 111 West, 6th P.M.
Section 33: S½S½

and containing 160.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor, (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 22nd day of April, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney, Big Piney, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Hundred Sixty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X George Franz
George Franz
SSN: 520-38-2211

X Shirla Franz
Shirla Franz
SSN: 519-07-2395

[redacted] [redacted]

Printed by I[redacted]ng, 511 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

STATE OF Arizona }
COUNTY OF MARICOPA } 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 APRIL, 1981, personally appeared George Franz

and Shirla Franz, his wife

, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 08-24-84

Stanley H Watson
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

No.
FROM
TO
Dated
No. Acres
County.
Term
19

This instrument was filed for record on the 8th day of May, A.D. 19 81, at 10:30 o'clock A.M., and duly recorded in Volume 611 Official Records Page 438 of the records of this office.

Witness my hand and seal of said County.

Lucy Clark County Clerk.
By Dorothy McAllister Deputy.

When recorded return to

184572

439

Form 88—(Producers)
Kan., Okla. & Colo. 1957

440

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 22nd day of April, 19 81

between Mildred Ecklund Payne, a/k/a Mildred L. Payne, a widow
Box 435
Wickenburg, Arizona 85358

and APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, CO 80264 hereinafter called lessor, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

Township 34 North, Range 109 West, 6th P.M.
Section 30: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$

and containing 80.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of FIVE (5) years from ~~XXXXXX~~ December 3, 1981 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of December, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Community Bank of Arizona, Wickenburg, Arizona 85358, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eighty & 00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

184573

Witness:

X Mildred Ecklund Payne

Mildred Ecklund Payne

SSN: 564-46-4766

[redacted]

RECORDED May 8 1981 10:00 AM
IN BOOK 61 Lease PAGE 440
Lucy York COUNTY CLERK
SUBLETTE COUNTY

[redacted]

Printed by [redacted] ng, 511 16th St., Suite 222, (303) 893-1681

[redacted]

STATE OF Arizona }
COUNTY OF Maricopa } 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 27th day of April, 19 81, personally appeared Mildred Ecklund Payne, a/k/a Mildred L. Payne, 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 MY COMMISSION EXPIRES MAY 12, 1984

Barbara J. Culp
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

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

Form 88—(Producers)
Kan., Okla. & Colo. 1957

442

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 17th day of April, 19 81

between William C. Bayer, a/k/a Chet Bayer, a single man
1177 Race Street, Apartment #501
Denver, Colorado

and APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, CO 80264 hereinafter called lessor, hereinafter called lessee, does witness

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

Township 34 North, Range 109 West, 6th P. M.
Section 6 : Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Section 7 : $E\frac{1}{2}$
Section 8 : $SW\frac{1}{4}NW\frac{1}{4}$
Section 21: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 27: $N\frac{1}{2}SW\frac{1}{4}$
Section 28: $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

Township 35 North, Range 109 West, 6th P. M.
Section 31: $E\frac{1}{2}SE\frac{1}{4}$
Section 32: $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$

and containing 1480.64 acres, more or less

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from December 3, 1981 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds it sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of December 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the United Bank of Skyline at Denver, Colorado 80202, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Thousand Four Hundred Eighty and 64/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

184574

RECORDED: May 8 1981 10:00A M
BOOK 61 O+S PAGE 442
Lou Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

x William C. Bayer

William C. Bayer SSN: 520-36-8065

Printed by [redacted] ing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Colorado }
COUNTY OF Denver } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of April, 1981, personally appeared William C. Bayer, a/k/a Chet Bayer,

and a single man

, to 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 November 28, 1981

Roger W. Shelleman
Roger W. Shelleman 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

No.
FROM
TO
, 19
Dated
No. Acres
County,
Term

This instrument was filed for record on the
day of 19 , at
o'clock M., and duly recorded in
of the records of this office.
County Clerk.
Volume Page
By Deputy.
When recorded return to

444

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 42280

Lease effective date 12-1-73

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Woods Petroleum Corporation

Address *(include zip code)*
Suite 500, National Foundation West Bldg.
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)

T 28 N, R 109 W, 6th PM
Section 18: Lots 3,4, E/2SW/4, SE/4
Section 19: Lots 1,2,3,4, E/2, E/W/2

Sublette County, Wyoming

Containing 880.73 acres more or less

184575

RECORDED May 8 1981 11:15A M
IN BOOK 61 O&G PAGE 444
FEES $ 8.00 Lois J. Yeske 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	6.25% of 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 15th day of September, 1980.

F. W. Baumgartner
(Assignor's Signature)

5670 South Syracuse Circle, Suite 410
(Assignor's Address)

F. W. Baumgartner d/b/a
Baumgartner Oil Company

Englewood, Colorado 80111
(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 JAN 1 1981

By Glenna W. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 24 1981
(Date)

007873

11376-1

NOTE: [redacted] may be reproduced provided that copie[redacted] reproductions on one sheet of both si[redacted] Claimant

[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)

[redacted] 21 [redacted] 03(00

[redacted] PAGE [redacted] (City) IN BOOK (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.

[redacted] SUBJECT TO COUNTY PIPELINE, WYOMING COUNTY CLERK [redacted]

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]

GPO 857 - 257

2455

STATE OF Colorado)
) ss
COUNTY OF Denver)

On this 15th day of September, 19 80, before me, a notary public in and for said county, personally came the above named F. W. Baumgartner, who is (~~are~~) personally known to me to be the identical person(~~s~~) whose name(~~s~~) is (~~are~~) affixed to the above instrument and he, (~~she~~), (~~they~~) acknowledged said instrument to be his, (~~her~~), (~~their~~) voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

Diane K. Ellison
Notary Public

My Commission Expires:

5/12/84

Form 3110–2
(September 1973)
(formerly 3120–19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
JUL 16 1975
GEOLOGICAL SURVEY
CASPER, WYOMING

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name Ada Wood
Street P. O. Box 1615
City Billings, MT 59103
State
Zip Code

W 51347
(Serial Number)

This lease is subject to such modifications as may be required to conform to the provisions of the Act of August 7, 1947, if the land embraced herein was on the date of signing known to be within the geologic structure of a producing oil or gas field on the date of signing hereof, or within the geologic structure of such a field on the effective date of such Act.

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 5: W½
6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

184584

RECORDED May 11 81 8:00 A.M.
IN BOOK 61 Misc
PAGE 447
Dorothy McEwen

Lands in lease were not within a known geologic structure on date of lease issuance.
E M Scheld
Area Geologist
For the Director
U. S. Geological Survey

Containing a total of 960 acres	Annual Rental . . . . . $ 480.00

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: August 1, 1975

THE UNITED STATES OF AMERICA

By Edward J. Spang
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

JUL 14 1975
(Date)

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 23 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

147 WY-268-003

ORIGINAL

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, [illegible] thereof, and the amount used for production [illegible], and a plat showing [illegible] and the [illegible] of the leased lands and [illegible] wells thereon.

(h) *Records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands and an acceptable record of all subsurface investigations affecting said lands, and to furnish 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) *Unitized or segregated land.*—If any of the land included in this lease is embraced in a cooperative or unit plan for unitive purposes, 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 [illegible] and upon any partial or total [illegible] or expiration of the lease, or any [illegible] and other excavations, remove or cover [illegible] reasonably possible, restore the surface of the [illegible] access roads to their former condition, including the [illegible] structures, and if required The lessee may [illegible] 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.*—When American antiquities or other objects of [illegible] scientific interest including but not limited to [illegible] prehistoric ruins, fossils or artifacts are discovered in the performances this lease, the item(s) or condition(s) will be left intact immediately brought to the attention of the contracting office 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 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 producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit 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 the same or of other lands containing the deposits described 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 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 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 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 or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process, save for the value of the helium the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved or vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section [illegible] of the act to take royalties in amount or in value of product.

(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 leases.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc. on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (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 the 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 cancelation of this lease, any casing, machinery, or equipment determined by the lessor to be necessary for plugging or preserving any well drilled on the land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any subsequent cause or cancelation 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)(3), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of [illegible] Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Sec. [illegible] (18 U.S.C. Sec. 431-433), relating to the same subject matter, are hereby incorporated in this lease.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

Geological Survey
P. O. 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.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 23 1991
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

4/4/91

USO 3100-9
(Jul 1970)

/5

erial No. _____

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Regional Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

Lands within area:

CERTIFIED
to be a true [illegible] copy
of the official records on file
APR 28 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

SIGNATURE

No occupancy or other surface disturbance will be allowed on slopes in excess of 9 percent, without written permission from the District Manager, BLM.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 23 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Form 3106-5
(February 1971)

Billings Blue Print
Billings, Montana

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

452 ORIGINAL

FORM APPROVED
OMB NO. 42-R1599

Serial No. W 51347

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Oil Resources Incorporated
P.O.Box 986
Billings, Mt. 59103

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* August 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)* Sublette County, Wyoming

Township 27 North, Range 111 West 6th P.M.

Section 5: W½
Section 6: S½NE¼; SE¼;
Section 7: NE¼;
Section 8: NW¼; N½SW¼;

containing 960 acres m/l

184585
RECORDED May 11 1981 8:00 A.M.
IN BOOK 61 O & G PAGE 452
FEES $6.00 Lois J. Yuke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stowe

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* one-half of one percent 1/2 of 1%
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* none

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day-averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of July, 19 75

Ada Wood
(Assignor's Signature)

P.O.Box 1615, Billings Mt. 59103
(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

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 23 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective SEP 1 1975

By _____
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations AUG 1 1 1975
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.*

[redacted] [redacted] [redacted] ORIGINAL

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.

GENERAL QUALIFICATION FILE
MONTANA 065500

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 24 day of July , 19 75.

Attest: [signature]
Assistant Secretary

OIL RESOURCES INCORPORATED

By: [signature]
(Assignee's Signature)
Richard C. Hoefle, Vice President

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 23 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

P.O. Box 986, Billings, Montana 59103
(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 Montana }
COUNTY OF Yellowstone } 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, 1975, personally appeared Ada 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 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 Jan. 24, 1977

[signature]
Notary Public.

Residing at Billings, Mt.

GENERAL INSTRUCTIONS

1 *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments or subleasing of 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 was 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 or assets. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106–5
(August 1974)
Illinois Blue Print
Billings, Montana

454 ORIGINAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W=51347

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. True Oil Company
Post Office Drawer 2360
Casper, WY 82601

RECEIVED
BUREAU OF LAND MANAGEMENT
1975 OCT 1 AM 10
CHEYENNE, WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* August 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)*

134586

Township 27 North, Range 111 West, 6th P.M.
Section 5: W½
Section 6: S½NE¼, SE¼
Section 7: NE¼
Section 8: NW¼, N½SW¼

May 11 A.D. 81 8:00 A.M.
61 Oil & Gas PAGE 454
Sublette County, Wyo. COUNTY CLERK
SUBLETTE COUNTY CLERK

Containing 960.0 acres, more or less, in Sublette County, Wyoming.

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None.

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Five percent (5%).

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* one-half of one percent (1/2 of 1%).

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of September, 19 75.

Attest:

OIL RESOURCES INCORPORATED
INCORPORATED ... DECEMBER ... NEVADA

Assistant Secretary

By:
(Assignor)
Richard C. Hoefle, Vice President

P.O. Box 986, Billings, Montana 59103
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and ... copy
of the official record on file
APR 2 3 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIBED IN ITEM 2

Assignment approved effective NOV 1 1975

By
(Authorized Officer)

Chief, ...
Oil ...

OCT 2 ... 1975
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

[redacted] [redacted] ORIGINAL [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 21 day of , 19

_____
(Assignee's Signature)

_____
(Address, include zip code)

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 23 1991
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.

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 officers 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.

1-23-9100

456

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SERIAL NO.: W-51347

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned, one of the partners of TRUE OIL COMPANY, hereby requests approval of the attached assignment, and certifies as follows:

1. Assignees are a co-partnership. The partners are U. S. citizens, native born, and over 21 years of age. Assignees' Statements of Qualifications to take Assignments are filed under Serial No. W-023474.

2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State, together with the acreage in this instrument do not exceed 246,080 chargeable acres or 300,000 chargeable acres in Alaska for which no more than 200,000 acres are held under option.

3. The undersigned certifies that TRUE OIL COMPANY, to the extent stated in the assignment, is the sole party in interest in the subject Oil and Gas Lease.

4. Amount remitted: Filing Fee - $10.00.

5. Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

This certificate is given in the full knowledge that 18 U.S.C. S c.1001, makes it a crime for any person knowingly and willfully to make any Department or Agency of the United States any false, fictitious, or fraudulent statement, or representations as to any matter within its jurisdiction.

EXECUTED this [illegible] day of [illegible], 19[illegible].

TRUE OIL COMPANY

By: _____
H. A. True, Jr. Partner
P. O. Drawer 2360
Casper, Wyoming 82601

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 28 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

RECEIVED
CASPER, WYOMING
APR 1 1981
BUREAU OF LAND MANAGEMENT

Assignment Approved
and Effective: _____

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

_____
(Title)

Form No. [redacted] ORIGINAL

ASSIGNMENT OF OV [redacted] ROYALTY INTEREST [redacted]

U. S. OIL AND GAS LEASE

W-51347

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

This Overriding Royalty Assignment, made this ______ day of [illegible] 17, 1977 , 19 ______, by and betw

1977 NOV 17 PM 3:06

RECEIVED

CHEYENNE, WYOMING

OIL RESOURCES INCORPORATED

whose address is Post Office Box 986, Billings, MT 59103

hereinafter called Lessee, and POLUMBUS PETROLEUM CORPORATION, Three Park Central, Suite 200,

whose address is 1515 Arapahoe Street, Denver, Colorado 80202

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 August 1, 19 75

bearing Serial No. W-51347, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Township 27 North, Range 111 West, 6th P.M.
Section 5: W½
Section 6: S½NE¼, SE¼
Section 7: NE¼
Section 8: NW¼, N½SW¼

Containing 960.0 acres, more or less.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 23 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

NOW, Therefore, in consideration of the premises and the sum of Ten and More * * * * Dollars, and other valuable consideration, receipt whereo hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, its heirs and assigns, an overri royalty interest of Five Percent (5%) * * ** 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.

184587

This Overriding Royalty Assignment shall be subject to

RECORDED May 11 1981 8:00 A M
BOOK 61 O&G PAGE 457
FEE $4.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding roy 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 un said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written

Attest:

[signature]
Assistant Secretary

OIL RESOURCES INCORPORATED

By: [signature]
Lessee
Earl M. Cranston, President

ACKNOWLEDGMENT

STATE OF MONTANA)
) SS.
County of Yellowstone)

On this 17th day of November, 1977, before me personally appeared EARL M. CRANSTON, to me personally known, who, being by me duly sworn, did say that he is the President of OIL RESOURCES INCORPORATED 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 sai corporation by authority of its Board of Directors and said Earl M. Cranston acknowledge said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 17th day of November, 1977.

My Commission Expires:
December 15, 1979

[signature]
Notary Public in and for the State of Monta
Residing at Bridger, Montana

457

WY-268-003

458

184588

AFFIDAVIT OF PRODUCTION

RECORDED May 11 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 458
FEES $4.00 Land Yoke COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy McClure

County of Sublette)
)
State of Wyoming)

WHEREAS, ENERGETICS, INC., Operator, at 102 Inverness Terrace East, Englewood, Colorado 80112, drilled the

FEDERAL #10-5 well
C-NW¼ of Section 5, T27N-R111W
Sublette County, Wyoming

and completed said well in the Second Bench of the Second Frontier formation as a PRODUCING well on October 11, 1979.

THEREFORE, the following listed oil and gas lease is producing by virtue of the above-referenced well and the Oil & Gas Conversation Commission of the State of Wyoming.

LESSOR	LESSEE	DATE	DESCRIPTION
U.S.A. W-51347	Ada Wood	8-1-75	T27N, R111W Sec. 5: W½ Sec. 6: S½NE¼ Sec. 7: NE¼ Sec. 8: NW¼, N½SW¼

SIGNED AND SEALED THIS 27th day of April 1981.

SEAL
ATTEST:

Marguerite C. Scott
Asst. Secretary

ENERGETICS, INC.

By: Gene W. Anderson
Vice President of Land

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

On April 27, 1981, before me personally came the above named GENE W. ANDERSON who being by me duly sworn, did say that he is the VICE President of LAND OF ENERGETICS, INC. a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is known to me to be the identical person and officer whose name is affixed to the above instrument as VICE President of Land Department of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: April 2, 1983

Sandra J. Miller
Notary Public
Residing at: Denver, Colorado

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 42280

Lease effective date
12-1-73

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

W. A. MONCRIEF

Address (*include zip code*) Moncrief Building
Ninth at Commerce
Fort Worth, Texas 76102

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 109 West
Section 18: Lots 3, 4, E/2 SW/4, SE/4
Section 19: Lots 1, 2, 3, 4, E/2, E/2 W/2

184589

Containing 880.73 acres, more or less
Sublette County, Wyoming

RECORDED May 11 1981 8:00 A
IN BOOK 61 O&G PAGE 459
REC'D 6th Lee J Yake COUNTY CLK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**50%**
4. Specify interest or percent of record title interest being retained by assignor, if any	**50%**
5. Specify overriding royalty being reserved by assignor	**NONE**
6. Specify overriding royalty previously reserved or conveyed, if any	**9.25%**

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 **23rd** day of **December**, 19 **80**.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)

Larry L. Miles, Vice President

ATTEST:

Leroy Ussery, Secretary

500 National Foundation West Building
3555 N. W. 58th Street
(Assignor's Address)

Oklahoma City, Oklahoma 73112
(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 MAR 1 1981

009484

By Glenna W. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 24 1981
(Date)

Claimant

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

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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 20th day of January, 19 81.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg. - Ninth at Commerce
(Assignee's Address)

W. A. MONCRIEF

Ft. Worth (City) TX (State) 76102 (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 OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day December, 19 80, personally appeared Larry L. Miles, 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 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
Mike Pruitt, Notary Public

NOTARY PUBLIC OKLAHOMA CLEVELAND

(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.

Producers 88 - Revised
Colorado - Utah (P)
(10-59)

OIL AND GAS LEASE

effective April 4, 1981 D. E. C. J.A.E.

THIS AGREEMENT, made and entered into this 7th day of March, 19 81, by and between Daniel E. Chapel, Widower
P. O. Box 338
of Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and James A. Erickson, P. O. Box 6623, Denver, Colorado 80206, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of TEN DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 28 North - Range 112 West, 6th P.M.
Section 24: Lots 9 (13.79), 11 (36.42), $SE\frac{1}{4}SW\frac{1}{4}$
Section 25: Lots 2 (39.91), 5 (30.84), $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 26: Lots 1 (5.87), 7 (8.44)
and all that part of the Green River riparian thereto.

of Section XXX, Township XXX, Range XXX, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified.

For all purposes of this lease, said lands shall be deemed to contain 295.27 more or less acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10) years from this date~~ three (3) years from April 4, 19 80 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land. J.A.E.

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 ($\frac{1}{8}$) 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 ($\frac{1}{8}$) 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 ($\frac{1}{8}$) 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 ($\frac{1}{8}$) 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 State Bank of Big Piney Bank at Big Piney, 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 Two Hundred Ninety-Five and 27/100---------- DOLLARS ($ 295.27), 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. L. J.A.E.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00, provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the

* April 4, 1981

Book 11 461

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pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall operate or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessee hereby agrees to not form a unit larger than that necessary to comply with the rules and regulations of the State of Wyoming for individual producing units affecting the lands covered hereby.

I.A.E.
D.E.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Daniel E. Chapel

Daniel E. Chapel (S.S.#)

STATE OF Colorado
COUNTY OF Denver } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the 7th day of March, A. D., 19 81, personally appeared before me Daniel E. Chapel, the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

My commission expires:
3/27/84

Notary Public
Residing at: [illegible]

NOTARY PUBLIC STATE OF COLORADO

STATE OF .....
COUNTY OF ..... } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the ..... day of ....., A. D., 19 ....., personally appeared before me ....., the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

My commission expires:

Notary Public

Residing at: .....

STATE OF .....
COUNTY OF ..... } SS.

ACKNOWLEDGMENT (For use by Corporation)

On the ..... day of ....., A. D., 19....., personally appeared before me ....., who being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said ..... acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Residing at: .....

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Certificate of Recording)

This instrument was filed for record on the 11th day of May, 1981 at 8 o'clock A M and recorded in Book 61 Oil at Page 461 of the records of this office.

Lois J. Yake
County Recorder

By Dorothy McInnis
Deputy

184590

AFTER RECORDING, RETURN TO: .....

[redacted]90 [redacted] [redacted]

TATLOCK'S

Mid-Continent Association Form
Form No. 151

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, James A. Erickson
P. O. Box 6623
Denver, Colorado 80206

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Energetics, Inc.
102 Inverness Terrace East
Englewood, Colorado 80206

(hereinafter called Assignee) 100% interest in and to the oil and gas lease dated March 7, 1981 effective April 4, 1981, from Daniel E. Chapel, widower of P. O. Box 338, Big Piney, Wyoming 83113, lessor to James A. Erickson, of P. O. Box 6623, Denver, Colorado 80206, lessee recorded in book ____, page ____ insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 28 North - Range 112 West, 6th P.M.
Section 24: Lots 9, 11, $SE\frac{1}{4}SW\frac{1}{4}$
Section 25: Lots 2, 5, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 26: Lots 1, 7
and all that part of the Green River riparian thereto.

184591

RECORDED May 11 1981 8:00 A.M.
BOOK 61 Oil & Gas PAGE 463
Fee $4.00 Lincoln County
by Dorothy Wilde

of Section XXX Township XXX Range XXX and containing 295.27 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED, This 24th day of April, 1981

James A. Erickson

James A. Erickson

STATE OF Colorado }
COUNTY OF Denver } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of April, 1981, personally appeared James A. Erickson 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 6.8.81

Notary Public

STATE OF ____ }
COUNTY OF ____ } ss.

CORPORATION ACKNOWLEDGMENT

On this ____ day of ____, 19__, before me the undersigned, a Notary Public in and for said county, personally came ____ President of the ____ to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said ____, and that the Corporate seal of the said ____ was thereto affixed by its authority.

Witness my hand and Notarial Seal at ____ in said county the day and year last above written.

My commission expires ____

Notary Public

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ASSIGNMENT OF OVERRIDING ROYALTY

THIS ASSIGNMENT made this 20th day of April , 1981 by and between B.J. BRADSHAW, whose address is c/o Morgan Guaranty Trust Company of New York, 9 West 57th Street, New York, New York 10019, hereinafter called "Assignor" and Morgan Guaranty Trust Company of New York as Trustee under an Agreement with Berenice J. Bradshaw dated February 8, 1980, 9 West 57th Street, New York, New York 10019, James A. Barlow, Jr., 1420 South David, Casper, Wyoming 82601, John D. Haun, 1238 County Road 23, Evergreen, Colorado 80439 and L.A. McPeek, 1250 Denver Club Building, Denver, Colorado 80202, hereinafter called "Assignees."

W I T N E S S E T H:

WHEREAS, Assignor owns the record title interest to certain oil and gas lease(s) affecting lands in (see attached) County, State of Wyoming , which lease(s) are more particularly described in Exhibit "A" hereto and by this reference made a part hereof; and

WHEREAS, Assignor desires to convey to Assignees overriding royalty interests in such lease(s) as hereinafter described;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged the Assignor does hereby sell, convey, transfer, assign and set over unto Assignees their successors and assigns an overriding royalty in the amount set forth on the attached schedule of all the oil and gas and other hydrocarbon substances in place and which may be produced, saved and marketed from the lease(s) and lands described in Exhibit "A", free and clear of all costs or expenses to Assignees.

If the working interest owned by Assignor in such lease(s) covers less than the full and undivided mineral interest in the lands covered thereby (Lessor's royalty excluded), then the overriding royalty assigned hereby shall be reduced in proportion to the ratio that the working interest bears to the full and undivided mineral interest in the lands described.

This assignment is made subject to the condition that the obligation to pay any overriding royalties created or transferred herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 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 provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representatives and successors, and said overriding royalty interest herein conveyed to Assignees shall run with said leasehold and all renewals and extensions thereof and all preference right and substitute leases granted thereon.

IN WITNESS WHEREOF, Assignor has executed and delivered this overriding royalty assignment to Assignees the day and year first above written.

A copy of limited power of attorney authorizing execution of instruments of this nature is filed in AZ 3102.6-B and in Wyoming and such authority is still in effect.

ASSIGNOR: Morgan Guaranty Trust Company of New York as agent for B. J. Bradshaw by:

State legal paper No. 5673

James C. Goodfellow
Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ACKNOWLEDGEMENT

On this 20th day of April , 1981, before me personally appeared James C. Goodfellow, to me known to be the person described in and who executed the foregoing instrument as his free act and deed.

JAMES HOCH
Notary Public, State of N. Y. No. 31-4716770
Qualified in Kings County
Commission Expires March 30, 1982

Notary Public

My Commission Expires:

184592

7765A

RECORDED May 4 1981 8:00 A M
IN BOOK 61 Misc PAGE 444
FEES $12.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY CLERK

EXHIBIT A - SCHEDULE OF LEASES TO ASSIGNMENT OF OVERRIDING ROYALTY LOCATED IN Sublette COUNTY, WYOMING
Attached to and made a part of that certain Assighnment dated April 20, 1981 by and between B.J. Bradshaw as Assignor and Morgan Guaranty Trust Company of New York as trustee, James A. Barlow, Jr., John D. Haun and L.A. McPeek

LEASE NUMBER	EFFECTIVE DATE	TOWN-SHIP	RANGE	SECTION	DESCRIPTION	TOTAL ACRES	ORR ASSIGNED TO MORGAN GUARANTY	ORR RESERVED	ORR ASSIGNED TO JOHN D. HAUN	ORR ASSIGNED TO JAMES A. BARLOW, JR.	ORR ASSIGNED TO L.A. MCPEEK
W-37680	01/01/73	27N	115W	4 9	Lots 5, 6, S1/2NE1/4, SW1/4SE1/4 N1/2	484.36	3.75% of 8/8ths	None	.5 of 1% of 8/8ths	.5 of 1% of 8/8ths	.25 of 1% of 8/8ths
W-37681	01/01/73	27N	115W	15 21 22	W1/2SW1/4 S1/2N1/2, SW1/4 W1/2W1/2	560.00	3.75% of 8/8ths	None	.5 of 1% of 8/8ths	.5 of 1% of 8/8ths	.25 of 1% of 8/8ths
W-38081	02/01/73	31N	114W	27	NE1/4, NE1/4NW1/4, N1/2SE1/4	280.00	3.75% of 8/8ths	None	.5 of 1% of 8/8ths	.5 of 1% of 8/8ths	.25 of 1% of 8/8ths
W-58739	05/01/77	31N	114W	29	SE1/4SE1/4	40.00	3.75% of 8/8ths	None	.5 of 1% of 8/8ths	.5 of 1% of 8/8ths	.25 of 1% of 8/8ths
W-52372	11/01/75	38N	112W	8 16	SW1/4 SW1/4	320.00	3.75% of 8/8ths	None	.5 of 1% of 8/8ths	.5 of 1% of 8/8ths	.25 of 1% of 8/8ths
W-45852	07/01/74	38N	112W	28 29 30 31 32 33	S1/2SW1/4 SW1/4, S1/2SE1/4 Lots 3, 4, E1/2SW1/4, SE1/4 Lots 1, 2, 3, 4, E1/2, E1/2W1/2 ALL ALL	2,548.86	3.75% of 8/8ths	None	.5 of 1% of 8/8ths	.5 of 1% of 8/8ths	.25 of 1% of 8/8ths

Morgan Guaranty Trust Company of
New York as agent for
B. J. Bradshaw
by:

James C. Goodfellow
Vice President

DUPLICATE

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
OIL AND GAS LEASE
W-51347

This Overriding Royalty Assignment, made this day of NOVEMBER 17, 1977, 19 , by and between

OIL RESOURCES INCORPORATED

whose address is Post Office Box 986, Billings, MT 59103

hereinafter called Lessee; and, POLUMBUS PETROLEUM CORPORATION, Three Park Central, Suite 200,

whose address is 1515 Arapahoe Street, Denver, Colorado 80202

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 August 1, 19 75

bearing Serial No. W-51347, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

184593

Township 27 North, Range 111 West, 6th P.M.
Section 5: $W\frac{1}{2}$
Section 6: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 7: $NE\frac{1}{4}$
Section 8: $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$

Containing 960.0 acres, more or less.

RECORDED May 11, 1981
IN BOOK 61 O&G PAGE 466
FEES 4.00 Laura Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M

NOW, Therefore, in consideration of the premises and the sum of Ten and More * * * * Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, its heirs and assigns, an overriding royalty interest of Five Percent (5%) * * ** of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Attest:
Assistant Secretary

OIL RESOURCES INCORPORATED
By:
Lessee
Earl M. Cranston, President

ACKNOWLEDGMENT

STATE OF MONTANA)
) SS.
County of Yellowstone)

On this 17th day of November, 1977, before me personally appeared EARL M. CRANSTON, to me personally known, who, being by me duly sworn, did say that he is the President of OIL RESOURCES INCORPORATED and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Earl M. Cranston acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 17th day of November, 1977.

My Commission Expires:
December 15, 1979

Notary Public in and for the State of Montana
Residing at Bridger, Montana

STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE

I, **MARY ESTILL BUCHANAN,** *Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.*

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A CERTIFICATE OF MERGER TO POLUMBUS PETROLEUM CORPORATION, A COLORADO CORP., AND TEAL PETROLEUM COMPANY, A DELAWARE CORP. QUAL. INTO GRACE PETROLEUM CORPORATION, A DELAWARE CORP. QUAL. THE SURVIVOR.

184594

FILED May 11 1981 8:00 A.M.
IN BOOK 61 Real PAGE 467
FEE $6.25 Lou J Yahr COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

by Dorothy M Lucie

Mary Estill Buchanan
SECRETARY OF STATE

DATED: AUGUST 30, 1978

I hereby certify that the foregoing is a true and exact copy of the original

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my seal, at the County of Denver, State of Colorado, this 23 day of April, 1981.

Joyce L. Hensley
Notary Public

My commission expires:

10-21-84

467

WY-268

468

EXHIBIT "A"

Township 27 North, Range 111 West
Section 5: W½
Section 6: S½NE¼, SE¼
Section 7: NE¼
Section 8: NW¼, N½SW¼

containing 960 acres, more or less
located in Sublette County, Wyoming

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF of Oil and Gas Lease dated April 6, 1981, by and between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6th P.M.

Section 29: A tract of land located in the NE¼SW¼ and the NW¼SE¼ of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S½ of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet: thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning.

Signed for Identification:

X Melvin L. McLoughlin
Melvin L. McLoughlin

X Betty Lou McLoughlin
Betty Lou McLoughlin

184602

RECORDED May 12 1981 8:00 A.M.
IN BOOK 61 Ores PAGE 469
FEES $5.00 Lena J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McClure

Form 88 (Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of April, 19 81

between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife
Daniel, Wyoming 83115

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St. #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 800.87446 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of Pinedale, Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred and 88/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~XXXXXXXX~~ ~~XXXX~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Melvin L. McLoughlin

Melvin L. McLoughlin

SSN: 520-38-8569

X Betty Lou McLoughlin

Betty Lou McLoughlin

SSN: 520-38-8692

Form [illegible]
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of April, 19 81

between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife
Daniel, Wyoming 83115

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 33.671 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank, Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Thirty-three and 68/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~to~~ ~~crops~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for reworking or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Melvin L. McLoughlin
Melvin L. McLoughlin
SSN: 520-38-8569

X Betty Lou McLoughlin
Betty Lou McLoughlin
SSN: 520-38-8692

469

470

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of May, 19 81, personally appeared Melvin L. McLoughlin

and Betty Lou McLoughlin, his wife

to me known to be the identical person.S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 3, 1983

Notary Public.

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19 .

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
, 19
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 P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of May, 19 81, personally appeared Melvin L. McLoughlin

and Betty Lou McLoughlin, his wife

, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 3, 1985

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

Form 88 — (Producers) Rev 1974
Kan., Okla. & Colo. 1957

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of April 19 81

between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife
Daniel, Wyoming 83115

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee does witness

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

33.0/1

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date (called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated by the parties hereto) in paying quantities or the royalty shall be paid or operations are conducted as hereinafter provided.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found one-eighth of 8/8 of the proceeds at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well, (b) one-eighth (1/8) of the value at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank, Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Thirty-three and 68/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~to buildings~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X _____
Melvin L. McLoughlin
SSN: 529-38-8569

_____
Betty Lou McLoughlin
SSN: 529-38-8692

473

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of May, 19 81, personally appeared Melvin L. McLoughlin and Betty Lou McLoughlin, his wife

to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 3, 1983

Notary Public.

STATE OF }
COUNTY OF } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public

My Commission expires

No.

FROM

TO

Dated 19

No. Acres

County.

This instrument was filed for record on the

day of 19 at

o'clock M., and duly recorded in

Volume Page

of the records of this office

County Clerk

Deputy

When recorded return to

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF an Oil and Gas Lease dated April 6, 1981, by and between Kelvin L. McLoughlin and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION; as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.

Section 28: $SW\frac{1}{4}$ less and except the east 30 feet of the $E\frac{1}{2}SW\frac{1}{4}$

Section 29: $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, less and except that tract of land located in the $NE\frac{1}{4}SW\frac{1}{4}$ and the $NW\frac{1}{4}SE\frac{1}{4}$ of Section 29, being more particularly described as follows: Beginning at a point on the north line of the $S\frac{1}{2}$ of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.24 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 1[illegible] seconds East, a distance of 1290.02 feet to the point of beginning.

Section 32: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

Section 33: $W\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$, less and except the east 30 feet of the $E\frac{1}{2}W\frac{1}{2}$

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the LESSEE that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, LESSEE shall then pay to the LESSOR as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in Oil and/or Gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the LESSEE or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may be done with the express written consent of the LESSOR.

BLM

~~It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, that the LESSEE provide to the LESSOR a description of said unitization, which shall indicate a description of the lands to be involved in said production as well as the names of those interest owners in said lands.~~

It is hereby agreed that in the event the LESSEE, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it be done with the express written consent or approval of the LESSOR.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the LESSEE not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the LESSEE desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the LESSOR, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

184603

RECORDED May 12, 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 472
Lou Ann Sec Louis J Yale COUNTY CLERK
DEPUTY COUNTY CLERK
by Dorothy M Stevens

Signed for Identification:

Kelvin L. McLoughlin

474

Betty Lou McLoughlin
Betty Lou McLoughlin

WP-28

475

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Melvin L. McLoughlin and Betty Lou McLoughlin, his wife, Daniel, Wyoming 83115, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we James T. McLoughlin, a/k/a J. T. McLoughlin and Alice P. McLoughlin, a/k/a Alice McLoughlin, husband and wife, Daniel, Wyoming 83115

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 APACHE 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	AMOUNT
Melvin L. McLoughlin and Betty Lou McLoughlin	First National Bank Pinedale, Wyoming 82941	$400.44
Fear Ranches, Incorporated	First National Bank Kemmerer, Wyoming 83101	$400.44

184604

RECORDED May 12 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 475
FEES $8.00 Laura Yake 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 11th day of May, 1981.

X Alice P. McLoughlin
Alice P. McLoughlin SSN: 520-38-8567

X James T. McLoughlin (SEAL)
James T. McLoughlin SSN: 520-38-8568

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of May, 1981, personally appeared James T. McLoughlin, a/k/a J. T. McLoughlin and Alice P. McLoughlin, a/k/a Alice McLoughlin, 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 Term Commission Expires June 3, 1983 — Dorothy M. Lueneburg, Clerk, Sublette Co. Clerk, 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.....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

476

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF to Ratification and Amendment Division Order, dated April 6, 1981, by and between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.

Section 28: $SW\frac{1}{4}$ less and except the east 30 feet of the $E\frac{1}{2}SW\frac{1}{4}$

Section 29: $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, less and except that tract of land located in the $NE\frac{1}{4}SW\frac{1}{4}$ and the $NW\frac{1}{4}SE\frac{1}{4}$ of Section 29, being more particularly described as follows: Beginning at a point on the north line of the $S\frac{1}{2}$ of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.34 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.24 feet to a point; thence North 00 degrees 55 minutes 14 seconds East, a distance of 1295.02 feet to the point of beginning.

Section 32: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

Section 33: $W\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$, less and except the east 30 feet of the $E\frac{1}{2}W\frac{1}{2}$

Melvin L. McLoughlin

[redacted] L. McLoughlin

Betty Lou McLoughlin

Betty Lou McLough[redacted]

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 7045

Lease effective date March 1, 1980

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 N.W. 58th Street
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)

184607

Sublette County, Wyoming
T 29 N, R 110 W
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
2,550.92 acres

FILED May 12 1981 9:30 A
BOOK 61 MISC
PAGE 478
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McCall

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 25th day of June, 1980.

James M. Kimball
(Assignor's Signature)

1057 East 900 South
(Assignor's Address)

Salt Lake (City) Utah (State) 84105 (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 JAN 1 1981

By Elena M. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 1 1981
(Date)

002146

11099

479

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 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 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

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 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.

submit, at the time assignment is filed, a signed statemer 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 leas or the lease anniversary date for purposes of payment annual rental.

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

On the 25th day of June, 1980 personally appeare before me, Dianne R. Kimball, who being personally known to acknowledged that he executed the attached instrument.

My commission expires:
May 23, 1983

Carol Darrant
Notary Public

(1) The adjudication of the assignee's rights to the land or

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 clercial error.

formation is not provided, the assignment may be rejected.

Form 013

TATLOCK'S, INC.
majestic bldg · AM 6-1681
denver 2, colorado

RELEASE OF OIL AND GAS LEASE

WHEREAS, On the 22nd day of March, 19 76, a certain oil and gas mining lease was made and entered into by and between The First National Bank of Denver, Trustee Under Agreement of Ora E. Shelburne Lessor, and Ralph E. Fair, Inc. Lessee, covering the following described land situated in the County of Sublette, and State of Wyoming, to-wit:

184608

Township 31 North, Range 108 West, 6th P.M.

Section 23: SE/4 SE/4
Section 24: SW/4 SW/4
Section 25: N/2 NW/4

May 12 1981 1:00 P.M.
Book 610 of Leases
Page 480
County Clerk
by Dorothy M. Stevens

of Section 23,24,25 Township 31 North Range 108 West containing 160 acres more or less.

Said lease being recorded in the office of the Register of Deeds in and for said County in Book 53, Page 121, and,

WHEREAS, Ralph E. Fair, Inc.

under the terms of said lease, has the right to surrender said lease at any time from date thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Ralph E. Fair, Inc.

for and in consideration of the premises and the exercises of their said right under said lease, does hereby release all their rights under said lease, and that they have removed their personal property from said premises, and do hereby surrender possession of the same unto said lessor their heirs, assigns and legal representatives; the purpose being to release unto the said lessor all further rights under said lease, and surrender said premises and all rights therein to lessor, their heirs, assigns and legal representatives, in so far as said lease covers all said lands in

~~of~~ of Section s 23,24,25 Township 31 North Range 108 West containing 160 acres more or less.

IN WITNESS WHEREOF, We the undersigned lessees, or assignees of the lessees, affix our hands and seals this 20th day of April, 19 81.

WITNESS:

Ralph E. Fair, Inc.

By: Robert J. Weiss Jr.
Robert J. Weiss, Jr., President

Catherine K. Casher
Corporate Secretary

Lorna L. Lennington

[SEAL]

1180

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (NEBRASKA)

On this _____ day of _____ A. D. 19____; before me a Notary Public duly commissioned and qualified for and residing in said County, personally came _____

_____

_____

_____ to me known to be the identical person ___ whose name _____ affixed to the foregoing instrument as assignor ____ and acknowledged the execution thereof to be ____ voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My Notarial Commission expires _____, 19____. _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____

_____

to me personally known to be the identical person ___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ _____
Notary Public

STATE OF Texas }
COUNTY OF Bexar } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 20th day of April, 19 81, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Robert J. Weiss, Jr. _____, _____ president of Ralph E. Fair, Inc. _____, a corporation of the State of Texas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 2-18-84 _____
Notary Public

No. _____

Release of Oil and Gas Lease

FROM

_____

_____

TO

_____

_____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

_____

_____

STATE OF _____ }
County of _____ } ss:

This instrument was filed for record on the _____ day of _____ 19____

at _____ o'clock ____ M., and duly recorded in Book _____ Page _____ of the records of this office.

_____
Register of Deeds.

By _____

When recorded, return to

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____

_____

to me personally known to be the identical person ___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commissi[redacted] _____ [redacted]lic

No. 950C.
FORM PS UNIT—WYO.-COLO.

PRITZEL BLUE PRINT

OIL AND GAS LEASE

AGREEMENT, Made and entered into this [illegible] day of [illegible], 19[illegible], by and between [illegible], party of the first part, hereinafter called lessor (whether one or more) and [illegible], party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of [illegible] Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee hereto contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, prospecting, drilling, and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in [illegible] County, State of [illegible], to wit:

[illegible] 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, and 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 lessor 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~~ 1/8 part of all oil produced and saved from the leased premises, or at the lessor's option, may pay to the lessor for such ~~one-eighth (1/8)~~ 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~~ 1/8 of the proceeds from the sale of the gas as sold 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 gasolene or any other product a royalty of ~~one-eighth (1/8)~~ 1/8 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 [illegible] Bank at [illegible], or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of ($40.00) Fourty and no/100 ---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon 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 hereby 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 succeeding 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 or division in the ownership of 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 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 parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, or in acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties entitled to receive any rental or royalty payments under the terms hereof, lessee may withhold payment thereof unless and until all parties designated in writing by a recordable instrument shall have executed and delivered to lessee a proper instrument or instruments approving such division and transfer orders on behalf of said parties and their respective interests in the rentals.

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 the premises 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 [illegible] 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 existing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead

WHEREOF witness our hands as of the day and year first above written.

there is contained herein the option to renew this lease for an additional period of five years for the same terms, etc. as set forth in the within lease.

[illegible]
Francis A. [illegible]

4 FR

STATE OF Wyoming
COUNTY OF Goshen } 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 29th day of April, 19 82, personally appeared Frances L. Goodwin

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 January 10, 1983

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

ed, 19

Acres

County,

nstrument was filed for record on the

of, 19, at

o'clock M., and duly recorded in

Page

of the records of this office.

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

KINTZEL BLUE PRINT CO.

No. 950C.
FORM AB UNIT-WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of April, 19 81, by and between Cross Lazy Two Land & Livestock, 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 ($10.00) ---------- Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

184636

Township 30 North, Range 114 west

Section 10: SE¼SE¼

Rec May 13 1981 2:30 P.M.
Book 64 Misc Page 484
Fee $5.00 Lucy Yale COUNTY Clerk
SUBLETTE COUNTY CLERK
Pd Thru Abstract

Containing five 40.00 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~---~~ 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 (1/8)~~ 14% 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 (1/8)~~ 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 (1/8)~~ 14% 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 (1/8)~~ 14% 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 at Big Piney, Wyoming, 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 ($40.00) Fourty and no/100 ---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon 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 this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to Cross Lazy Two Land & Livestock, 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.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

There is contained herein the option to renew this lease for an additional period of five years for the same ~~bonus figure paid for this five year~~ lease, other terms remaining the same.

Robert V. Thompson - President

Betty L. Thompson - Secretary

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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 29th day of APRIL, 19 81, personally appeared ROBERT V. THOMPSON AND BETTY M. THOMPSON dba CROSS LAZY TWO LAND & LIVESTOCK

and _____, to me known to be the identical person ... , described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires January 10, 1983

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

_____ d _____, 19_____

_____ Acres _____

_____ County, _____

_____

_____ strument was filed for record on the _____

_____ of _____, 19_____, at _____ o'clock _____ M., and duly recorded in _____ Page _____

_____ ne _____

_____ of the records of this office.

_____ County Clerk.

_____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Lease Serial No.
[redacted]

Lease effective date
Oct 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
John J. Christmann

Address (include zip code)
Suite 800, 1500 Broadway
Lubbock, Texas 79401

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 113 West, 6th PM

Section 7: Lots 1, 2, 3, 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 18: Lots 1, 2, 3, 4, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}$
Section 19: Lots 1, 2, 3, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$

184637

Containing 1599.05 acres
Sublette County, Wyoming

RECORDED May 13 1981 9:30 A.M.
IN BOOK 61 D&E PAGE 484
FEES $8.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Evans

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 RLC	2-4/5% ORRI
6. Specify overriding royalty previously reserved or conveyed, if any RLC	2-1/5% ORRI

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 6th day of October, 1980.

R. K. Cramer
(Assignor's Signature)
R. K. Cramer

410 - 17th Street, Suite 1340
(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 NOV 1 1980

By Thomas H. Love
(Authorized Officer)
Chief, Oil & Gas Section

APR 7 1981
(Title) (Date)

007034

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.

4 F6

1857

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 one 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 19 day of October, 1982.

John J. Christmann
(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
(Assignee's Address)
LUBBOCK, TEXAS 79401
(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.

ATTACHED TO W-64904

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor 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 Fifteen (15) 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. However, in the event of failure by Assignee to furnish such notice to Assignor, Assignee's liability in such event shall be limited to the amount of the cash consideration paid for the assignment herein, but not otherwise. Any re-assignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

(initial)

RKC

ACKNOWLEDGMENT ATTACHED TO
LEASE NO. W-64904

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of October, 1980, personally appeared R. K. CRAMER to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission expires:

June 1, 1983

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

PAUL MESSINGER & CO., a Partnership
7654 E. Lakecliff Way
The Pinery
Parker, Colorado 80134

hereinafter called Assignee, an overriding royalty interest of an undivided 3.0% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to-wit:

D-7332 — Oil and Gas Lease dated October 1, 1977, from the United States of America, as Lessor, to M. R. Perkins, as Lessee, bearing Serial No. W-60129.

INSOFAR and only insofar as said lease covers and affect the following described land in Sublette County, Wyoming.

Township 30 North, Range 110 West, 6th P. M.
Section 24: ALL
Section 25: ALL
Section 26: ALL
Section 35: ALL

If the oil and gas lease hereinabove described covers less than the entire undivided mineral estate in the above described land, then the overriding royalty interest herein conveyed shall be reduced proportionately.

Said overriding royalty interest herein assigned to the Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be leived and assessed against said overriding royalty interest or production therefrom.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 15th day of October, 1980.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Managing Partner

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of October, 1980, by Marvin Davis, Managing Partner for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
April 8, 1982

NOTARY PUBLIC

184653

RECORDED May 15 1981 8:04 A M
IN BOOK 61 Misc PAGE 489
FEES $4.00 Lorraine Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 1% 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. 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 23rd day of April, 1981,

ATTEST:

Margaret E. Scott
Assistant Secretary

ENERGETICS, INC.

BY: G. Maher
P. D. Maher, Executive Vice President

184654

FILED: May 15 1981 8:00 A
RECORDED: 61 O.R. 490
Sandra J. Yoder
County Clerk and Ex-Officio Register of Deeds
490

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 1st day of May, 1981.

My Commission Expires:

My Commission Expires Aug. 7, 1984

Notary Public

NOTARY PUBLIC STATE OF COLORADO

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 23rd day of April, 1981. 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-263-006	USA W 54136	Sam V. Morse	4/1/76	T27N-R111W Sec. 15: S½ Limited in depth from the surface of the ground to the base of the statigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 well in Section 15, T27N-R111W, 6th P.M.		

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. 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 23rd day of April, 1981,

ATTEST:

Marguerite L. Scott
Assistant Secretary

SEAL

184655

ENERGETICS, INC.

BY: P. C. Maher
P. D. Maher, Executive Vice President

RECORDED May 15 1981 8:00 AM
IN BOOK 610 PAGE 493
FEE $ Lou Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

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 1st day of May, 1981.

My Commission Expires:

My Commission Expires Aug. 7, 1984

Louise Smith
Notary Public

LOUISE SMITH NOTARY PUBLIC STATE OF COLORADO

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 23rd day of April, 1981. 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-263-001	USA W 65390	Energetics, Inc.	12/1/78	T27N-R111W Sec. 11: NE¼, N½SE¼ Sec. 12: NW¼SW¼		
WY-263-003	USA W 35399	John I. Weston	7/1/72	T27N-R111W Sec. 15: N½		
WY-263-004	USA W 41388	Adele B. Isaacs	10/1/73	T27N-R111W Sec. 12: SW¼SW¼		
WY-263-002	USA W 55992	Mary Lansdale	10/1/76	T27N-R111W Sec. 12: N½, E½SW¼, SE¼		
WY-263-007	USA W 40980	Barlow & Haun, Inc.	9/1/73	T27N-R111W Sec. 13: N½ Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 well in Section 15, T27N-R111W, 6th P.M.		
WY-263-006	USA W 54136	Sam V. Morse	4/1/76	T27N-R111W Sec. 14: All Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 well in Sec. 15 - T27N-R111W, 6th P.M.		

#95

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. 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 22nd day of April, 1981, and effective the 1st day of July, 1979.

ATTEST:

Assistant Secretary

(SEAL)

ENERGETICS, INC.

BY:

P. D. Maher, Executive Vice President

184656

RECORDED May 15 AT 5:00 P M
BOOK 61 O & G PAGE 496
Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK

V 96

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

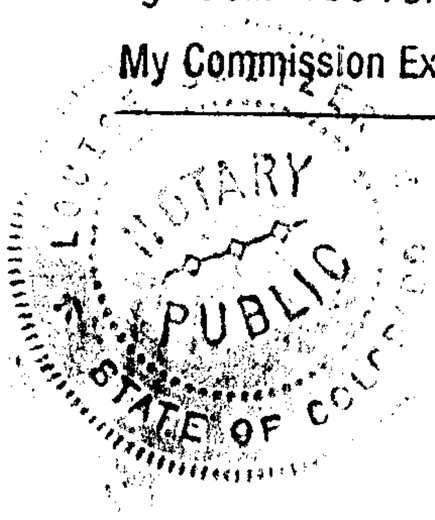
BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared P. D. Maher, Executive Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGERTICS, 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 1st day of May, 1981.

My Commission Expires:

My Commission Expires Aug. 7, 1984

Laurie Lurtzer
Notary Public



Attached to and made a part of that certain Assignment of Overriding Royalty dated this 22nd day of April, 1981. 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-266-001 WY-265-001	USA W-62508	R. L. Billings	11-1-78	T-27-N, R-111-W Sec. 29: W/2NE/4, SE/4NE/4, W/2, SE/4		
WY-266-002	USA W-34033	Robert W. David	5-1-72	T-27-N, R-111-W Sec. 29: NE/4NE/4		

WY-2E

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. 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 22nd day of April, 1981, but effective as of date of first production of the Federal 40-32 well located in the SE/4 of Section 32, Township 27 North, Range 111 West, Sublette County, Wyoming.

ATTEST:

(SEAL)

Assistant Secretary

ENERGETICS, INC.

BY:

P. D. Maher, Executive Vice President

184657

RECORDED May 1st 1981 8:00 A.M.
IN BOOK 61 O & G PAGE 499
FEES $ Lois Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

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 1st day of May, 1981.

My Commission Expires:

My Commission Expires Aug. 7, 1984

Notary Public

LOUDOUN NOTARY PUBLIC STATE OF COLORADO

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 22nd day of April, 1981. 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-267-001	USA W-63821	James N. Turlington	7-1-78	T-27-N, R-111-W, 6th P.M. Sec. 32: Lots 3,4, NE/4, N/2SE/4		

5c /

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, the undersigned, ZACH K. BRINKERHOFF, JR., having a post office address of 3410 Anaconda Tower, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of Ten and no/100ths Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and set over unto ZKB Properties, 3410 Anaconda Tower, Denver, Colorado 80202, hereinafter called "Assignee", and to their representatives, heirs, successors and assigns forever all of Assignor's right, title and interest in and to that certain oil and gas lease dated November 30, 1976, from Joseph L. Budd & Helen Budd Tanner of Big Piney, Wyoming, Lessor, to Beta Exploration, Inc., Lessee, recorded in Book 53 O&G, Page 465 of the records in the office of the County Clerk and Recorder of Sublette County, Wyoming, insofar as said lease covers the following described lands situated in said County and State:

Township 30 North, Range 114 West
Section 8: E/2SE/4
Section 9: SE/4, S/2SW/4
Section 15: S/2NW/4
Section 16: NE/4NW/4, NW/4NE/4, E/2NE/4

and containing 560.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

This assignment is made by Assignor without warranty of title, express or implied.

The terms and conditions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 1st day of May, 198

Zach K. Brinkerhoff
ZACH K. BRINKERHOFF, JR.

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing Assignment of Oil and Gas Lease was executed before me by ZACH K. BRINKERHOFF, JR., this 1st day of May, 1981.

Witness my hand and official seal.

My Commission expires November 20, 1984.

NOTARY PUBLIC OF CO

Janet S. Morgan
Notary Public

184696

RECORDED May 21 1981 8:00 AM
IN BOOK 61 Misc. PAGE 502
FEE $6.00 Jean J. Clarke COUNTY CLERK
BY DEPUTY PINEDALE, WYOMING

61 Misc 502

503

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, the undersigned, M. H. BRINKERHOFF, having a post office address of 3410 Anaconda Tower, Denver, Colorado 80202, hereinafter called "Assignor" for and in consideration of Ten and no/100ths Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and set over unto MHB Properties, 3410 Anaconda Tower, Denver, Colorado 80202, hereinafter called "Assignee", and to their representatives, heirs, successors and assigns forever all of Assignor's right, title and interest in and to that certain oil and gas lease dated November 30, 1976, from Joseph L. Budd & Helen Budd Tanner of Big Piney, Wyoming, Lessor, to Beta Exploration, Inc., Lessee, recorded in Book 53 O&G, Page 465 of the records in the office of the County Clerk and Recorder of Sublette County, Wyoming, insofar as said lease covers the following described lands situated in said County and State:

Township 30 North, Range 114 West
Section 8: E/2SE/4
Section 9: SE/4, S/2SW/4
Section 15: S/2NW/4
Section 16: NE/4NW/4, NW/4NE/4, E/2NE/4

and containing 560.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

This assignment is made by Assignor without warranty of title, express or implied.

The terms and conditions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 12th day of May, 198

M. H. BRINKERHOFF

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing Assignment of Oil and Gas Lease was executed before me by M. H. BRINKERHOFF, this 12th day of May, 1981.

Witness my hand and official seal.

My Commission expires November 20, 1984.

NOTARY PUBLIC

Notary Public

RECORDED May 21 1981 8:10 A.M.
IN BOOK 61 O&G PAGE 503
FEE $4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

184697

Form 88
Kan., Okla. [redacted]

Rev 1974

OIL & [redacted] GAS LEASE

THIS AGREEMENT Entered into this the 4th day of May 19 81

between Robert J. Travelute and Bee Travelute, his wife
Rt. 2, Box 714
Lake Hopatcong, New Jersey 07849

hereinafter called lessor

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with all reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

184707

RECORDED May 21 1981 4:22
IN BOOK 61 R & P PAGE 504
RES'D for Record Sublette COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy White

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and containing 868.58 acres, more or less

2. It is agreed that this lease shall remain in full force for a term of five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds it sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 4th day of May 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the United Jersey Bank Northwest, Mount Harlington, N.J. 07856 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred Sixty-eight and 58/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Robert J. Travelute
Robert J. Travelute
SSN: 520-20-6350

X Bee Travelute
Bee Travelute
SSN: 455-50-2965

505

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF New Jersey }
COUNTY OF Morris } 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 May, 19 81, personally appeared Robert J. Travelute

and Bee Travelute, his wife

to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 15, 1985

Dorothy L. Malcolm
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
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] IT "A" ATTACHED HERETO AND [redacted] PART HEREOF an Oil and Ga[redacted] dated May 4, 1981, by and between Robert J. Travelute and Bee Travelute, his wife, as LESSORS, and APACHE CORPORATION, as LESSEE:

Township 33 North, Range 111 West, 6th P.M.

Section 2: $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, excepting and excluding the following described tracts:

(a) Beginning on a point which bears West, 75 feet distant from the southeast corner of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$) of Section 35, Township 34 North, Range 111 West of the 6th P.M., and running thence West a distance of 320 feet; thence North a distance of 150 feet; thence East a distance of 320 feet; thence South a distance of 150 feet to the point of beginning, containing 1.1 acres.

(b) Commencing at the southeast corner of the Southwest Quarter ($SW\frac{1}{4}$) of the said Section 2 and running thence North 48 degrees 19 minutes West a distance of 1093 feet to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9 degrees 10 minutes West a distance of 200 feet; thence South 75 degrees West a distance of 200 feet; thence North 61 degrees 24 minutes West a distance of 547 feet; thence South 37 degrees West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81 degrees 15 minutes East a distance of 220 feet; thence South 3 degrees 15 minutes West a distance of 220 feet; thence South 50 degrees West a distance of 220 feet; thence North 84 degrees 40 minutes East a distance of 230 feet; thence North 54 degrees 30 minutes East a distance of 500 feet; thence North 62 degrees 40 minutes East a distance of 213 feet to the said initial point, the place of beginning, containing a sum total of 8.36 acres, of which 4.38 acres of the above described tract of land are in the $SW\frac{1}{4}SW\frac{1}{4}$, and of which 3.98 acres are in the $SE\frac{1}{4}SW\frac{1}{4}$, all in Section 2.

Section 2: Lot 4 excepting and excluding the following described tracts:

(a) Commencing at the Northwest corner of said Section 2; thence South 0 degrees 3 minutes East, along the west line of said section 884.4 feet; thence South 86 degrees 45 minutes East a distance of 1022.44 feet; thence North 67 degrees 15 minutes East a distance of 441.5 feet; thence North a distance of 765.6 feet to a point on the north line of said Section 2; thence Westerly along said north line of said Section 2, a distance of 1298.9 feet to the Northwest corner of said Section 2, and the place of beginning.

(b) That part and portion of said Lot 4 included and embraced in the Townsite of Daniel according to the official plat of said townsite on file in the office of the county clerk and particularly described as follows: Commencing at the Northwest corner of said Section 2 and running thence South 47 degrees 45 minutes 3/4 minutes East a distance of 1332 feet, to the point of beginning; thence North 67 degrees 15 minutes East a distance of 344.827 feet; thence South a distance of 561.972 feet; thence West a distance of 318 feet; thence North a distance of 428.624 feet to the point of beginning.

(c) A tract of land situated within Lot Four (4) of Section 2 in Township 33 North, Range 111 West of the 6th P.M., which tract of land is a portion of that certain tract hereinabove excepted in (a) and which is bounded as follows:

Commencing at the Northwest corner of said Section 2; thence South 0 degrees 3 minutes East, along the west line of said Section, a distance of 884.4 feet; thence South 86 degrees 45 minutes East, a distance of 129.44 feet; thence North 364.74 feet; thence West, a distance of 22 feet; thence North 58 feet; thence East a distance of 100 feet; thence North a distance of 200 feet; thence East a distance of 214.56 feet; thence North, a distance of 327 feet; thence West, a distance of 422 feet along the north line of said Section 2, to the point and place of beginning.

Section 2: $SE\frac{1}{4}SW\frac{1}{4}$ excepting therefrom that portion of the following described tract of land:

Commencing at the Southeast corner of the Southwest Quarter ($SW\frac{1}{4}$) of Section Two (2), Township Thirty-three (33) North, Range One Hundred Eleven (111) West of the 6th P.M., and running thence North Forty-eight (48) degrees Nineteen (19) minutes West One thousand Ninety-three (1093) feet distant to point, which said point is the initial point of the land herein specifically described, and running thence from said initial point North Nine (9) degrees Ten (10) minutes West Two Hundred (200) feet, thence North Sixty-one (61) degrees Twenty-four (24) minutes West Five Hundred Forty-seven (547) feet, thence South Thirty-seven (37) degrees West Two Hundred Sixty (260) feet, thence due South Two Hundred Fifteen (215) feet, thence South Eighty-one (81) degrees Fifteen (15) minutes East Two Hundred Twenty (220) feet, thence South Three (3) degrees Fifteen (15) minutes West Two Hundred Twenty (220) feet, thence South Fifty (50) degrees West Two Hundred Twenty (220) feet, thence North Eighty-four (84) degrees Forty (40) minutes East Two Hundred Thirty (230) feet, thence North Fifty-four (54) degrees Thirty (30) minutes East Five Hundred (500) feet, thence North Sixty-two (62) degrees Forty (40) minutes East Two Hundred Thirteen (213) feet to said initial point, the place of beginning, containing a sum total of Eight and Thirty-six One Hundredths (8.36) acres. Part Four and Thirty-eight One Hundredths (4.38) acres of above described tract of land is in the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$), and is partly Three and Ninety-eight One Hundredths (3.98) acres.

Section 3: Lot 1 excepting and excluding the following described tract:

A fractional part of Lot numbered One (1), Section Three (3), Township 33 North, Range 111 West, Sixth Meridian, bounded as follows:

Beginning at the corner common to Sections 2, 3, 34 and 35, Townships 33 and 34 North, Range 111 West, Sixth Principal Meridian; thence South 89 degrees 57 minutes West, a distance of 476.5 feet; thence South 14 degrees 26 minutes West, a distance of 530.6 feet; thence South 28 degrees 54 minutes East, a distance of 277.9 feet; thence South 67 degrees 02 minutes East, a distance of 295 feet; thence South 86 degrees 45 minutes East, a distance of 203.9 feet; thence North 00 degrees 03 minutes West, a distance of 884.4 feet to place of beginning and containing 10.36 acres.

but excepting therefrom that portion thereof particularly described as follows:

Commencing at a point which is the Northeast corner of said Section 3 and running thence West along the north line of said Section 3, a distance of 30 feet to the place of beginning; thence from said place of beginning South and parallel to the east side of said Section a distance of 100 feet; thence at a right angle and in a Westerly direction and parallel to the north side of said section, a distance of 472.26 feet; thence in a Northeasterly direction a distance of 103.25 feet to a point on the north line of said Section 3, which is 446.52 feet West from said place of beginning; thence East along the north line of said section 446.52 feet to the place of beginning.

Section 3: Lot 2, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Township 34 North, Range 111 West, 6th P.M.
Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

Signed for Identification:

X Robert J. Travelute
Robert J. Travelute

X Bee Travelute
Bee Travelute

Form 88—(Rev [redacted] OIL AN[redacted]AS LEASE
Kan., Okla. [redacted]57

THIS AGREEMENT, Entered into this the 17th day of March, 19 81

between Viola Waters, a widow;
Skiatook, Oklahoma

hereinafter called lessor,

and Edward J. Ackman, 1940 Colorado State Bank Bldg., Denver, Colorado 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

TOWNSHIP 28 NORTH, RANGE 112 WEST, 6th P.M.
Section 35: Lots 6 (37.46), 7 (19.80), 10 (9.58), 11 (39.22);
TOWNSHIP 27 NORTH, RANGE 112 WEST, 6th P.M.
Section 2: Lot 4 (13.51) and the bed of the Green River riparian thereto;

and containing 119.57 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 17th day of March, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Exchange Bank Bank at Skiatook, Oklahoma, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of - - - - -$119.57- - - - - - Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

184722

RECORDED May 22 1981 8:00 A.M.
IN BOOK 61 Ox T PAGE 508
FEES 6.00 Lee D. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Viola Waters

Viola Waters
SS# 443-30-2711

508

509

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Oklahoma }
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 26th day of March, 19 81, personally appeared Viola Waters, 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 22, 1981

Shirley A Sanders
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

AMENDATORY AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of March, 1981, by and between NORTHWEST PIPELINE CORPORATION, hereinafter referred to as "Northwest" and DOME PETROLEUM CORP., hereinafter referred to as "Seller".

RECITALS:

A. Northwest and Seller are parties to a Gas Purchase Contract dated March 1, 1978, hereinafter referred to as "Contract", as revised by an Amendatory Agreement dated December 22, 1980, hereinafter referred to as "Amendment".

B. The Amendment incorrectly reflected Seller's interests in the revision of Exhibit A to the Contract.

C. Northwest and Seller therefore desire to amend the Contract by making the following changes to Exhibit A thereto:

AGREEMENT:

1. Delete:

T27N-R112W, Sublette County, Wyoming

Section 23: SW/4; 160 gross acres; 12.5% interest; 40 net acres
S/2 SE/4; 80 gross acres; 18.75% interest; 15 net acres

2. Add:

T27N-R112W, Sublette County, Wyoming
Section 23: S/2; 320 gross acres; 28.3019% interest, 90.566 net acres

Except as herein amended, the Contract between Northwest and Seller shall remain in full force and effect.

The provisions of the Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties hereto.

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.

184723

RECORDED May 22 1981 8:10 AM
IN BOOK 61 Misc PAGE 510
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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"

NORTHWEST PIPELINE CORPORATION

ATTEST:

Barbara Moreno
ASSISTANT SECRETARY

By _____
F. J. Becraft, Vice President

Approved by Legal
Date 4/3/81
By DGC

"SELLER"

DOME PETROLEUM CORP.

ATTEST:

_____
Asst Secretary

We B

By Valden M. Eshleman
Executive Vice President and General Manager

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 2nd day of April, 1981.

_____
Notary Public
Residing at Holladay, Utah

My Commission Expires 7/27/82

STATE OF COLORADO
CITY &
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Valden M. Eshleman, 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 DOME PETROLEUM CORP., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of March, 1981.

_____
Notary Public
Residing at Denver, CO

My Commission Expires January 25, 1982

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, A Partnership, with offices at 410 17th Street, Suite 1400, Denver, Colorado, 80202, hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other and good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

Wm. J. A. Johnson
555 17th Street, 3325 Anaconda Tower
Denver, Colorado 80202

hereinafter called Assignee, an overriding royalty interest of an undivided one half of one percent (.5%) of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to-wit;

D-9513 Oil and Gas Lease effective August 1, 1978 from the United States of America, as Lessor, to Robert J. Doty as Lessee, bearing Serial No. W-64231 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming

Township 27 North, Range 108 West 6th P.M.

Section 26: NW/4NE/4

Said overriding royalty interest herein assigned to the Assignee shall be free and clear of any and all cost 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 25th day of November, 1980.

DAVIS OIL COMPANY, A Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of November, 1980 by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Maxine E. Killion, Notary Public

My Commission expires August 27, 1984

184740

RECORDED May 26 1981 8:00 A M
IN BOOK 61 O & G PAGE 512
FEE $4.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

512

A4-W-035 513 707-3 8243288

FORM 2466 (Rev. 10-58

ASSIGNMENT OF PROCEEDS OF OIL AND GAS LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

ASSIGNMENT

WHEREAS, Thomas F. Stroock, of P.O. Box 2875, Casper (Post Office Address) State of Wyoming, (hereinafter referred to as the Lessee, whether one or more) is the owner and holder of a certain oil and gas lease dated February 17, 1981, executed by Ralph Allen Steele and Irene J. Steele, husband and wife, of P.O. Box 537, Pinedale (Post Office Address) State of Wyoming, as Lessor(s) to Thomas F. Stroock of P.O. Box 2875, Casper (Post Office Address), State of Wyoming, (named therein as Lessee) upon the following described real estate situated in the County of Sublette, State of Wyoming

SEE ATTACHED RIDER FOR LAND DESCRIPTION

184741

Recorded May 26 1981 8:00 A M
IN B. 61 O&G PAGE 513
FEE $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy McInnis

Said lease being recorded in Book 61 O&G, Page(s) 19, of the records of said County; and

WHEREAS, The Federal Land Bank of Omaha, Omaha, Nebraska, a corporation, is the owner and holder of mortgage(s) and/or sale contract upon all or part of the above-described real estate, as follows:

A mortgage to The Federal Land Bank of Omaha dated 10-29-76 11/17/76, for $ 125,000.00, recorded in Book 28 of Mort Page(s) 312, of the records of said County; a mortgage to the Land Bank Commissioner, now owned by The Federal Land Bank of Omaha, recorded in Book _____, Page(s) _____, of the records of said County; a sale contract dated _____, recorded in Book _____, Page(s) _____, of the records of said County.

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described lands, the said Lessor(s), and each of them, does hereby assign and transfer to The Federal Land Bank of Omaha all rents, royalties, bonuses, payments, damages, and delay monies due or to become due in accordance with the provisions of said lease, under the following terms and conditions:

1. Notwithstanding this assignment, all sums payable under the described lease shall be paid to the parties entitled thereto according to the terms of said lease, without reference to this assignment until such time as The Federal Land Bank of Omaha shall notify the Lessee(s) or his assigns in writing requesting payment to said bank; and Lessor(s) hereby authorize and direct the said Lessee and his assigns upon the receipt of such notice to make payment of all such amounts to The Federal Land Bank of Omaha, in lieu of payment or deposit thereof as provided in said lease or otherwise.

2. All of said amounts when received by The Federal Land Bank of Omaha shall be applied, at the option of said bank, upon any of the debts secured by the above-described instruments, in such proportions as The Federal Land Bank of Omaha, in its sole discretion shall deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, or are due or not due; or said mortgagee may, at its option, turn over and deliver to the Lessor(s) and/or other parties entitled thereto, all or any part of said amounts, without prejudice to take and retain any future amount or amounts, and without prejudice to any of its other rights under said instrument(s).

3. This assignment is executed as additional security for the payment of the described mortgage and the note secured thereby; and upon payment in full of said mortgage debt, this assignment shall become inoperative and void. A satisfaction or release of said mortgage shall have the same force and effect as a full and complete release and reassignment by separate instrument of any interest acquired hereunder.

This agreement, the covenants, conditions, and agreements of which shall be binding upon the heirs, successors, and assigns of all parties mentioned herein, shall be and remain in full force and effect until the Lessee is notified by The Federal Land Bank of Omaha of the satisfaction of the mortgage debt or of the completed performance of the sale contract.

Dated 4-2-81

Ralph Allen Steele

Irene J. Steele

Irene J. Steele

INDIVIDUAL ACKNOWLEDGMENT

WILLIAM E. HOUT Notary Public
County of Sublette State of Wyoming
My Commission expires July 28, 1984

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

On April 2 1981 before me personally came Ralph Allen Steele and Irene J. Steele, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was their free act and voluntary deed.

My commission expires July 28 1984.

William E. Hout Sublette Co
Notary Public in and for said County and State.

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all amounts due or to become due in connection with said lease shall be made in accordance with the provisions of said assignment.

WITNESS MY HAND _____.

_____
Thomas F. Stroock

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } ss.
COUNTY OF _____ }

On _____, before me personally came _____

and _____, to me personally known, who being each by me duly sworn, did say that they are respectively the _____ and _____ of _____, the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and each acknowledged said instrument to be the free act and voluntary deed of said corporation.

My commission expires _____.

_____
Notary Public in and for said County and State.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

On 4/6/81, before me personally came Thomas F. Stroock, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary deed.

My commission expires JOYCE A. CABOT - Notary Public County of Natrona State of Wyoming My Commission Expires Sept. 22, 1984

Joyce A. Cabot
Notary Public in and for said County and State.

WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

In consideration of the foregoing assignment, the provisions of which are made a part hereof by reference, The Federal Land Bank of Omaha subordinates its mortgage(s) or title to and in favor of said lease only.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has caused this instrument to be executed by the officers authorized by its Board of Directors to execute instruments in its behalf and its corporate seal to be affixed hereto May 18, 1981.

THE FEDERAL LAND BANK OF OMAHA

By James E. Ludeman Vice President

Attest: Gary Froistad, Asst. Secretary

THE FEDERAL LAND BANK OF OMAHA CHARTERED CORPORATE SEAL MARCH 8, 1917 IOWA-NEBRASKA-SOUTH DAKOTA-WYOMING

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA } ss.
COUNTY OF DOUGLAS }

On May 18, 1981, before me, Lorraine D. Adkins, a Notary Public in and for Douglas County, Nebraska, personally appeared James E. Ludeman, to me personally known, who being by me duly sworn did say he is a Vice President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and the said James E. Ludeman acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires GENERAL NOTARY - State of Nebraska LORRAINE D. ADKINS My Comm. Exp. Dec. 15, 1984

Lorraine D. Adkins
Notary Public in and for Douglas County, Nebraska.

Lorraine D. Adkins

ASSIGNMENT OF PROCEEDS OF LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

TO

STATE OF _____ } ss.
COUNTY _____ }

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock and _____ minutes _____ M., and duly recorded in Book _____, Page _____, of the records of said County.

_____
(Official title)

_____
Deputy

514

Township 34 North, Range 110 West of 6th P.M.
Section 25: $SE\frac{1}{4}SE\frac{1}{4}$

Township 34 North, Range 109 West of 6th P.M.
Section 30: Lot 4 (34.00), $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 31: Lot 1 (34.13), Lot 2 (34.26), $E\frac{1}{2}NW\frac{1}{4}$, and that part of the $SW\frac{1}{4}SE\frac{1}{4}$ of Section 30 and that part of the $NE\frac{1}{4}$ of Section 31, all in Township 34 North, Range 109 West of 6th P.M. more particularly described as follows: Beginning at the quarter corner common to Sections 30 and 31, Thence South 2640 feet to the center quarter corner common to Section 31, Thence East 2640 feet to the quarter corner common to Section 31 and 32, Thence North 1061 feet, Thence North 38 degrees 16' West 340 feet; Thence North 20 degrees 15' West 447 feet; Thence North 72 degrees 42' West 501 feet; Thence South 73 degrees 55' West 297 feet; Thence North 23 degrees 35' West 506 feet; Thence North 44 degrees 03' West 297 feet; Thence North 12 degrees 00' West 708 feet; Thence North 22 degrees 04' West 852 feet; Thence South 89 degrees 44' West 634 feet; Thence South 1333 feet; to the point of beginning, containing 158.03 acres more or less.

RECORDED May 26 1981 8:00 AM
IN BOOK 61 Misc PAGE 516
FEES $8.00 Lou Ann Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Deputy

CSG EXPLORATION COMPANY

FIRST NATIONAL CENTER
P. O. BOX 25128
OKLAHOMA CITY, OKLA. 73125

PHONE (405) 236-0601

REGISTERED MAIL

March 16, 1981

Richard L. Goodman
P. O. Box 45
Cheyenne, Wyoming 82001

RE: Option to Renew Oil and Gas Leases
CSGE Lease Nos. 56-1627-3 and 56-1627-4

Mr. Goodman:

Pursuant to the terms of the leases hereinafter described, CSG Exploration Company (CSGE), P. O. Box 25128, Oklahoma City, Oklahoma 73125, hereby gives you written notice of its option to renew the following oil and gas leases:

1. An oil and gas lease dated November 8, 1976 from Richard L. Goodman, lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, lessees, recorded in Book 53 O&G, Page 602, covering the following described lands in Sublette County, Wyoming described as follows, to-wit:

Township 31 North, Range 111 West
Section 1: Lots 3, 4, S/2 NW/4, SW/4
Section 2: Lots 1, 2, 3, 4, SE/4 NW/4,
S/2 NE/4, SE/4, E/2 SW/4
Section 11: N/2 NE/4
Section 12: N/2 NW/4,

and which was subsequently assigned by lessees to CSGE April 20, 1977, recorded in Book 54 O&G, Page 21.

2. An oil and gas lease dated November 8, 1976 from Richard L. Goodman, lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, lessees, recorded in Book 53 O&G, Page 593, covering the following described lands in Sublette County, Wyoming described as follows, to-wit:

RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 25128
OKLAHOMA CITY, OKLA. 73125

RECEIVED
MAR 23 1981
EXPLORATION and PROD

Township 32 North, Range 111 West
Section 26: SW/4 SW/4
Section 27: S/2 NE/4, SE/4
Section 34: NE/4
Section 35: NW/4 NE/4, S/2 NE/4, W/2, SE/4,

and which was subsequently assigned by lessees to CSGE April 20, 1977, recorded in Book 54 O&G, Page 21.

In compliance with the terms of the leases, please find enclosed CSGE's check in the amount of $1,427.30, receipt of which is hereby acknowledged, representing the $5.00 per net acre bonus money to be paid by CSGE for the option to renew the above leases. Please note that that CSGE has already sent you their delay rental payments for the period April 14, 1981 to April 14, 1982.

Also, please find enclosed herewith:

(1) Copies of the oil and gas leases above referenced.

(2) A copy of the assignment of oil and gas leases whereby Inter-American Petroleum Corporation and Thomas A. Chorney assign their interests to CSGE.

(3) A signed copy of this letter for your records.

Please acknowledge receipt of the above described items, by signing where indicated below, and send the same to CSGE in the enclosed self addressed, stamped envelope, at your earliest convenience.

Sincerely

R. H. Schwinkendorf

R. H. Schwinkendorf
Manager, E&P Administration

SN:ws

Received the above described items this 20th day of March, 1981.

RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 25128
OKLAHOMA CITY, OKLA. 73125

Richard L. Goodman

STATE OF Wyo.)
) SS.
COUNTY OF Laramie)

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of March, 1981, personally appeared Richard L. Goodman, to me known to be the identical person who subscribed his name to the 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.

Given under my hand and seal the day and year last above written.

Verna Young
Notary Public
Verna Young

My commission expires:

VERNA YOUNG - NOTARY PUBLIC
COUNTY OF
LARAMIE
My Commission Expires Feb. 5, 1983

519

RIGHT OF WAY AND EASEME

STATE OF SUBLETTE

COUNTY OF WYOMING

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 30 feet in width. 60-75 feet during construction. BB. JF. M.

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 [redacted] 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.

[redacted]

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.
SE¼SW¼	**34**	**33 North**	**114 West**	**6th P.M.**

This Right of Way Easement supersedes and replaces Right of Way Easement recorded April 3, 1981 at 8:00 A.M. in Book 61 O & G, Page 139

184743

RECORDED May 24 1981 8:00 A M
IN BOOK 61 O&G PAGE 519
FEE $6.00 Paid Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

REGISTER NO. 01737

WITNESS THE EXECUTION HEREOF THE 24 DAY OF March 1981, A.D.

by Glenn Bartschi
Witness to Signature(s)

Mickelson Land Co.
J. F. Mickelson Res.
By:

Project Name: **Big Piney G.S.**
Belco-Ote Creek #5-34
W/O 20174 Dwg. No. **Topo**
R/W [redacted] Grant No. [redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE

On this 24th day of MARCH ,19 81 ,before me appeared JAMES F. MICKELSON to me personally known, who being by me duly sworn, did say that he is the President of MICKELSON LAND CO. , and that the seal affixed to said instrument is the corporation seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said JAMES F. MICKELSON acknlwledged said instrument to be the free act and deed of said corporation

Kathleen A. Kring
Notary Public in and for
County, State of
SUBLETTE WYOMING

My Commission expires:
JANUARY 10, 1983

KATHLEEN A. KRING NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

REGISTER NO. 61737

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN FEDERAL OIL AND GAS LEASES

WHEREAS, William Amrhein, Trustee, for Lori Marsha Wolf Trust #1, is the owner of certain overriding royalty interests as hereinafter described.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, the said William Amrhein, Trustee, hereinafter called "assignor" does hereby sell, assign, transfer, set over, and convey to Marvin Wolf Trustee, hereinafter called "assignee", under that certain Trust Agreement dated September 25, 1980, for the benefit of Lori Marsha Wolf, all of said assignor's right, title and interest as aforesaid in and to the following described leases listed on the attached Exhibit "A".

TO HAVE AND TO HOLD, unto said assignee, subject to the terms and conditions of said leases.

IN WITNESS WHEREOF, the said assignor has hereunto affixed his hand and this 24th day of February, 1981.

William Amrhein, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of February, 1981.

Witness my hand and official seal.

My commission expires

September 12, 1984

Notary Public

Pamela Lee

184744

RECORDED May 26 1981 8:00A M
IN BOOK 61 Rest PAGE 521
FEE: 6.00 Lori J Yake COUNTY CLERK
CAMPBELLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Lease No.	Off Owner	Assigned To	County	Date	Description	Acres	Off %
-2690	William Amrhein, Trustee for Lori Marsha Wolf Trust No. 2.	Marvin Wolf, Trustee for Lori Marsha Wolf Trust	SUBLETTE	12/1/66	T. 27 N. R. 111 W. 6 PM Sec 31: Lots 1thru 7 NE¼, E½NW¼, NE¼SW¼, N½SE¼ Sec. 32: Lot 1	592.69	1½%

5222

523

PRODUCERS 88-BH

OIL AND GAS LEASE

Casper Press
134 N. Center
Casper, Wyo.

AGREEMENT, Made and entered into this 26th day of March, 19 81

by and between Ralph Allen Steele and Irene J. Steele, husband and wife

of P. O. Box 537, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more) and Amarex, Inc.

of P. O. Box 1678, Oklahoma City, OK 73101, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

"See Attached Exhibit A"

184757

RECORDED May 27 1981 8:10.
IN BOOK 161 Misc PAGE 523
FEES 8.00 Laura Yake COUNTY CLK
SUBLETTE COUNTY CLERK
by Dorothy M. Ellis

and containing 619.48 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the ~~market price~~ for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the ~~market price~~ at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the ~~market price~~ at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

gross proceeds R.L.S. gross proceeds R.L.S. gross proceeds

If no well be commenced on said land on or before the 26th day of March, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Nineteen 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 payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, whether in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations thereafter.

Compli[redacted]ny now or hereafter existing act, bill or statu[redacted]ting to be enacted by any Federal or State l[redacted]uthority, or with orders, judgm[redacted]s, rules, regulations made or promulgated by[redacted] Federal courts, State or Federal offices, boards[redacted]ons or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his asaigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Ralph Allen Steele (SEAL)
Ralph Allen Steele (SEAL)
S.S.# 520-42-2438 (SEAL)
(SEAL)

Irene J. Steele (SEAL)
Irene J. Steele (SEAL)
S.S.# 520-32-8493 (SEAL)
(SEAL)

STATE OF California } SS.
COUNTY OF Barbara }

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of April, 1981, personally appeared Ralph Allen Steele and Irene J. Steele, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires January 5, 1983

Notary Public

STATE OF ..... } SS.
COUNTY OF .....

Colorado, Idaho, Kansas, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

BEFORE ME, a Notary Public in and for said County and State, on this ..... day of ....., 19..., personally appeared ....., to me known to be the President of ..... and to be the identical person who subscribed the name of ..... to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated ....., 19...

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

County ..... Term .....

No. of acres .....

STATE OF .....
COUNTY OF ..... } SS.

This instrument was filed for record on the ..... day of ....., 19..., at ..... o'clock ...M., and duly recorded in Book ....., Page ..... of the records of this office.

County Clerk—Register of Deeds.

By .....

Deputy.

When Recorded
Return to .....

STATE OF ..... } SS.
COUNTY OF .....

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of ....., 19..., before me appeared ....., to me personally known, who, being by me duly sworn, did say that he is President of ....., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said ..... acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

D 190 — A

"Exhibit A"

For Oil and Gas Lease
Between Ralph Allen Steele and Irene J. Steele, Husband and Wife, and Amarex, Inc.
Dated March 26, 1981

Township 32 North, Range 107 West, 6th P.M., Sublette County, Wyoming

Section 7: SE¼SE¼
Section 8: S½SW¼
Section 10: A Tract located in SE¼SW¼ more paticularly described as follows: Starting at the South Quarter corner of Section 10, T32N, R107W, 6th P.M., and running Westerly along the South boundry of said Section 10, a distance of 1306 feet, more or less, to the Southwest corner of the SE¼SW¼ of said Section 10, thence proceeding Northerly along the west boundry of the SE¼SW¼ of said Section 10, a distance of 615 feet, thence proceeding South 69°50' East, a distance of 851 feet, thence proceeding South 57°30' East, a distance of 599 feet, more or less to the South Quarter corner of said Section 10, the point of beginning, containing 10.48 acres, more or less.

Section 15: N½, Except for a Tract located in SW¼NW¼ and a Tract located in NE¼NE¼ described as follows:

A tract of land situated in the SW¼NW¼, Section 15, T32N, R107W, 6th P. M., Sublette County, Wyoming more particularly described as follows:
Commencing at the SW corner of said Section 15, which is a well marked stone, N1°07'53"E along the West line of said Section 15, a distance of 2676.092 feet to the West ¼corner of said Section 15 and point of beginning; thence continuing along the West line of said Section 15 N1°07'53"E, a distance of 1248.050 feet; thence S47°37'50"E, a distance of 1700.555 feet; thence S0°33'54"W, a distance of 114.418 feet to a point on the East-West center line of said Section 15; thence along the East-West center line of said Section 15 N89°26'06"W, a distance of 1279.974 feet to the West ¼ corner and point of beginning. The above described tract of land contains 20.000 acres, more or less.

A tract of land situated in the NE¼NE¼, Section 15, T32N, R107W, 6th P.M., Sublette County, Wyoming more particularly described as follows:
Starting at the Northeast corner of Section 15, and proceeding Southerly along the East boundry of said Section 15; a distance of 528 feet; thence proceeding Westerly, at a right angle to the last described course, a distance of 907.5 feet; thence porceeding Northerly, at a right angle, to the last described course, a distance of 528 feet to the North boundry line of said Section 15; thence proceeding Easterly along the North boundary of said Section 15, a distance of 907.5 feet to the Northeast corner of said Section 15, the point of beginning, containing 11 acres, more or less.

Section 17: NW¼NW¼
Section 18: NE¼SW¼, SE¼NW¼, W½NE¼

Containing 619.48 acres more or less

R. A. S. L. J. S.
Initialed for Identification

526

PRODUCERS 88-BH

OIL AND GAS LEASE

Casper Press
134 N. Center
Casper, Wyo.

AGREEMENT, Made and entered into this 9th day of April, 19 81
by and between Ira E. Sandlin, a widower

of Boulder, Wyoming 82923, hereinafter called lessor (whether one or more) and Amarex, Inc.

of P. O. Box 1678, Oklahoma City, OK 73101, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 33 North, Range 108 West, 6th P.M.

184758

RECORDED May 27 1981 8:0
IN BOOK 161 OF M
PAGE 536
Lucy Yak COUNTY CL
COUNTY CLERK
by Dorothy Mc

Section 26: SW¼
Section 34: SE¼NE¼, N½SE¼, SE¼SE¼
Section 35: W½

and containing 640.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the ~~market price~~ gross proceeds for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the ~~market price~~ gross proceeds at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the ~~market price~~ gross proceeds at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of April, 19 82, 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 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Fourty and No/100********** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations

Compl[redacted]ny now or hereafter existing act, bill or stat[redacted]ing to be enacted by any Federal or State [redacted]thority, or with orders, judgm[redacted]s, rules, regulations made or promulgated b[redacted] Federal courts, State or Federal offices, board[redacted]ns 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 le[redacted] or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Ira E Sandlin (SEAL)

Ira E. Sandlin (SEAL)

S.S.# 520-42-0687 (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Lincoln } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of June, 19 81, personally appeared Ira E Sandlin and, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My ~~Commission~~ Expires Jan 3, 1983

Thora Deputy County Clerk
Notary Public

STATE OF }
COUNTY OF } SS.

Colorado, Idaho, Kansas, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

BEFORE ME, a Notary Public in and for said County and State, on this day of , 19 , personally appeared , to me known to be the President of and to be the identical person who subscribed the name of to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

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.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of , 19 , before me appeared , to me personally known, who, being by me duly sworn, did say that he is President of , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

D 190 — A

528

PRODUCERS 88 BH

OIL AND GAS LEASE

Casper Press
134 N. Center
Casper, Wyo.

AGREEMENT, Made and entered into this 27th day of February, 19 81

by and between Ted L. Steele, a single man

of P. O. Box 6522, Sheridan, WY 82801, hereinafter called lessor (whether one or more) and Amarex, Inc.

of P. O. Box 1678, Oklahoma City, OK 73101, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten ($10.00) and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

184759

RECORDED May 29 1981 8:00 A.M.
IN BOOK 61 Misc PAGE 528
Mary Lou Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Williams

Township 32 North, Range 107 West, 6th P.M.

Section 18: Lots 2,3,4, SE¼SW¼, SE¼

and containing 308.45 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the ~~XXXXXXXXXX~~ for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks. T2S

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the ~~XXXXXXXXXX~~ at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense. T2S gross proceeds

Third. To pay lessor one-eighth (⅛) of the ~~XXXXXXXXXX~~ at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas. gross proceeds T2S

If no well be commenced on said land on or before the 27th day of February, 19 82, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank of Sheridan Bank at Sheridan, Wyoming 82801 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred Eight and 45/100********** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations [redacted]

Compli[redacted]ny now or hereafter existing act, bill or stat[redacted]ing to be enacted by any Federal or State l[redacted]thority, or with orders, judgm[redacted], rules, regulations made or promulgated b[redacted]Federal courts, State or Federal offices, board[redacted]s 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 lea[redacted] be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Ted L. Steele (SEAL)

Ted L. Steele (SEAL)

S.S. # 520-44-0607 (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sheridan }

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of May, 19 81, personally appeared Ted L Steele and, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

BARBARA BOERS - Notary Public
County of Sheridan, Wyoming
My Commission expires August 21, 1982

My Commission Expires

Barbara Boers
Notary Public

STATE OF } SS.
COUNTY OF }

Colorado, Idaho, Kansas, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

BEFORE ME, a Notary Public in and for said County and State, on this day of , 19 , personally appeared , to me known to be the President of and to be the identical person who subscribed the name of to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF } SS.
COUNTY OF }

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Book , Page of the records of this office.

County Clerk—Register of Deeds.

By

Deputy.

When Recorded
Return to

STATE OF } SS.
COUNTY OF }

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of , 19 , before me appeared , to me personally known, who, being by me duly sworn, did say that he is President of , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

D 190 — A

530

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated February 27, 1981 **,** from Ted L. Steele, a single man **, as Lessors, to** Amarex, Inc. **,as Lessee, recorded in Book** _____ **, Page** _____ **, of the** _____ **Records of** Sublette **County,** Wyoming **, is owned by** Amarex, Inc.

in so far as it covers the following described land in Sublette **County,** Wyoming **, to-wit:**

Township 32 North, Range 107 West, 6th P.M.

Section 18: Lots 2,3,4, SE¼SW¼, SE¼

184760

RECORDED May 27 1981 8:40 AM
IN BOOK 61 Misc PAGE 530
FEE $6.00 Lora Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy W Adams

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Ted L. Steele, 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** Amarex, Inc. **subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:**

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Ted L. Steele	P. O. Box 6522 Sheridan, WY 82801	First National Bank of Sheridan Sheridan, WY 82801	$77.11

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 14th **day of** April **,** 19 81 .

Ted L. Steele (Seal)
Ted L. Steele
Barbara Broers

BARBARA BROERS - Notary
County of Sheridan
My Commission expires August 2

(Seal)
(Seal)
(Seal)

STATE OF Wyoming }
COUNTY OF Sheridan } 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 May, 19 81, personally appeared Ted L Steele

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 he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

BARBARA BROERS - Notary Public
County of Sheridan State of Wyoming
My Commission expires August 21, 1982

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 8-21-82

Barbara Broers
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 _____

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.

S-31

532

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Fred Thomas of 8330 W. Ruby, Milwaukee, WI 53218 ap, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 81-51, and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 114 West

Section 36: E½

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 114 West

Section 36: E½

184771

RECORDED May 28 1981 11:00
IN BOOK 61 Misc PAGE 534
FEES 4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McLaughlin

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 2 day of Feb, 1981

WITNESS:

Dorothy G McLaughlin

Fred Thomas
Assignor-Lessee

By
President

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wisconsin
County of Milwaukee } ss.

On this 2 day of Feb., A. D. 1981, before me personally appeared Fred Thomas 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 2 day of Feb., A. D. 1981.

(SEAL)

MARION L. MARR
Notary Public, State of Wisconsin
My Commission Expires May 27, 1984

Marion L. Marr
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: May 7, 1981 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: May 1, 1981

(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

10M—4-77

Form 88—(P[redacted]
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AN[redacted]S LEASE

THIS AGREEMENT, Entered into this the 13th day of May, 19 81

between Lester Pape & Son Ranches, Inc., a corporation
Daniel, Wyoming 83115

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary

rights therein being situated in the County of Sublette
State of Wyoming, and described as follows:

RECORDED May 28 19 81 2:15 P.M.
BOOK 61 Deed PAGE 533
Fee $8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Allen

184773

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 5.45454 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 13th day of May, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney, Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Five and 46/100 ($5.46) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~XXXXXXXX~~ ~~XXXX~~on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Lester Pape & Son Ranches, Inc., a corporation

By: Norman F. Pape
Norman F. Pape
President Tax ID#: 83-0169760

Attest: Mary H. Pape
Mary H. Pape
Secretary

533

534

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared.....

_____

and _____, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 27th day of May, A. D. 19 81, before me personally appeared Norman F. Pape, to me personally known, who, being by me duly sworn, did say that he is the President of Lester Pape & Son Ranches, Inc., a 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 Norman F. Pape acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 27th day of May May, A. D. 19 81

(SEAL)

Notary Public.

My Commission expires Jan 3, 1983

No.....

FROM

TO

Dated....., 19.....

No. Acres.....

.....County.

Term.....

This instrument was filed for record on the.....
day of....., 19....., at
.....o'clock.....M., and duly recorded in
Volume..... Page.....
.....of the records of this office.
.....
.....County Clerk.
By.....
.....Deputy.

When recorded return to

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF an Oil and Gas Lease dated May 13, 1981, by and between Lester Pape & Son Ranches, Inc., a corporation, as LESSOR and APACHE CORPORATION, as LESSEE.

Township 35 North, Range 111 West, 6th P.M.
Section 28: East 30 feet of the $E\frac{1}{2}SW\frac{1}{4}$
Section 33: East 30 feet of the $E\frac{1}{2}W\frac{1}{2}$

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Signed for Identification:

Norman F. Pape

Lester Pape & Son Ranches, Inc. a corporation
By Norman F. Pape
President

Mary H. Pape

Mary H. Pape
Secretary

536

Form 88-- (Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 13th day of May 19 81

between Philip Marincic, Jr., a/k/a Phillip Marincic and Karmen P. Marincic, a/k/a Karmen E. Marincic, his wife
Daniel, Wyoming 83115

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

184774

RECORDED 11th day of May 28 1981 2:45 P M
BOOK 61 Misc PAGE 536
FEES 10.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Johnson

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this Lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 240.00, acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 13th day of May, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney, Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Forty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~XXXXXX~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Philip Marincic Jr.
Philip Marincic, Jr.
SSN: 520-34-8536

X Karmen P. Marincic
Karmen P. Marincic
SSN: 520-34-9092

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of May, 19 81, personally appeared Philip Marincic, Jr., a/k/a Phillip Marincic

and Karmen P. Marincic, a/k/a Karmen E. Marincic, his wife

, to me known to be the identical person.S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Jan 3, 1983 — Deputy County Clerk
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

537

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF an Oil and Gas Lease dated May 13, 1981, by and between Philip Marincic, Jr., a/k/a Phillip Marincic and Karmen P. Marincic, a/k/a Karmen E. Marincic, his wife, as LESSOR and APACHE CORPORATION, as LESSEE.

Township 36 North, Range 112 West, 6th P.M.
Section 25: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Signed for Identification:

Philip Marincic, Jr.

Karmen P. Marincic

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated May 13, 1981, from Philip Marincic, Jr. and Karmen P. Marincic, his wife, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Philip Marincic, Jr., a/k/a Phillip Marincic and Karmen P. Marincic, a/k/a Karmen E. Marincic, his wife
Daniel, Wyoming 83115

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 APACHE 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	AMOUNT
Philip Marincic, Jr. and Karmen P. Marincic	State Bank of Big Piney, Big Piney, Wyoming 83113	$30.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 12th day of May, 1981.

X Philip Marincic Jr. (SEAL)
Philip Marincic, Jr.

X Karmen P. Marincic (SEAL)
Karmen P. Marincic

(SEAL)

(SEAL)

(SEAL)

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

540

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 27th day of May, 19 81, personally appeared Philip Marincic, Jr., a/k/a Phillip Marincic

and Karmen P. Marincic, a/k/a Karmen E. Marincic, his wife

, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Jan 3, 1983

Notary Public

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19 .

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated , 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

Form 88-(P[redacted]
Kan., Okla. & Colo. [illegible]

C Rev 1974 OIL AN[illegible]S LEASE

THIS AGREEMENT, Entered into this the 13th day of May, 19 81

between Alvin D. Davison and Miriam L. Davison, a/k/a Mariam L. Davison, his wife
Pinedale, Wyoming 82941

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette State of Wyoming, and described as follows:

RECORDED May 22 1981 2:15 P.M.
IN BOOK 61 Misc PAGE 541
FEE 10.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

184775

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 240.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 13th day of May, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of Pinedale, Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Forty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations XXXXXXXX on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X /s/ Alvin D. Davison
Alvin D. Davison
SSN: 520-30-3064

X /s/ Miriam L. Davison
Miriam L. Davison
SSN: 520-38-8667

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

572

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 7th day of May, 19 81, personally appeared Alvin D. Davison

and Miriam L. Davison, a/k/a Mariam L. Davison, his 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 Jan 3, 1983

Notary Public.

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19 .

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the
day of , 19 , at
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

EX[redacted]A" ATTACHED HERETO AND MAD[redacted]RT HEREOF an Oil and Gas Lease dated May 13, 1981, by and between Alvin D. Davison and Miriam L. Davison, a/k/a Mariam L. Davison, his wife, as LESSOR and APACHE CORPORATION, as LESSEE.

Township 36 North, Range 112 West, 6th P.M.
Section 25: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Signed for Identification:

Alvin D. Davison

Miriam L. Davison

5 4/3

WP-28

5744

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated May 13, 1981, from Alvin D. Davison and Miriam L. Davison, a/k/a Mariam L. Davison, his wife as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Alvin D. Davison and Miriam L. Davison, a/k/a Mariam L. Davison, his wife
Pinedale, Wyoming 82941

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 APACHE 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	AMOUNT
Alvin D. Davison and Miriam L. Davison	First National Bank of Pinedale, Pinedale, Wyoming 82941	$30.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 27th day of May, 19 81.

X Alvin D. Davison (SEAL)
Alvin D. Davison

X Miriam L. Davison (SEAL)
Miriam L. Davison

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Printed by [redacted]ing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of May, 19 81, personally appeared Alvin D. Davison

and Miriam L. Davison, a/k/a Mariam L. Davison, his wife

, to me known to be the identical person.S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Jan 3, 1983 Notary Public.

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

545

Form 88—(Producers)
Kan., Okla. & Colo. 1957

546

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 13th day of May, 19 81

between Norman F. Pape and Barbara J. Pape, his wife
Box 144
Daniel, Wyoming 83115

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness: hereinafter called lessor,

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows

RECORDED May 28 1981 2:15 P.M.
IN BOOK 61 Misc PAGE 546
FEES 10.00 Lou J. Hale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKim

184776

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 240.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 13th day of May, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney, Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Forty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year ~~first~~ above written.

Witness:

X Norman F. Pape
Norman F. Pape
SSN: 520-34-9029

X Barbara J. Pape
Barbara J. Pape
SSN: 520-40-1017

Printed by [redacted] Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of May, 19 81, personally appeared Norman F. Pape

and Barbara J. Pape, his wife

, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Jan 3, 1983

Notary Public.

STATE OF ..... }
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of....., 19....., personally appeared.....

and

, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

Notary Public.

State of ..... }
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this.....day of....., A. D. 19.....

Notary Public.

(SEAL)

My Commission expires.....

No.....

FROM

TO

....., 19.....

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.

.....Deputy.

When recorded return to

547

548

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF an Oil and Gas Lease dated May 13, 1981, by and between Norman F. Pape and Barbara J. Pape, his wife, as LESSOR and APACHE CORPORATION, as LESSEE.

Township 36 North, Range 112 West, 6th P.M.
Section 25: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Signed for Identification:

Norman F. Pape

Barbara J. Pape

[redacted] [redacted] [redacted]

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated May 13, 1981, from Norman F. Pape and Barbara J. Pape, his wife, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Norman F. Pape and Barbara J. Pape, his wife
Box 144
Daniel, Wyoming 83115

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 APACHE 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	AMOUNT
Norman F. Pape and Barbara J. Pape	State Bank of Big Piney, Big Piney, Wyoming 83113	$30.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 12th day of May, 1981.

x Norman F. Pape
Norman F. Pape (SEAL)

x Barbara J. Pape
Barbara J. Pape (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

548

Printed by P&M Printing. 511 16th St., Suite 222, (303) 893-1681

550

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 7th day of October, 19 81, personally appeared Norman F. Pape

and Barbara J. Pape, his wife

to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Jan 3, 1983

Barbara Murphy Co. Clerk
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

Form 88—(P[redacted]
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AN[redacted]S LEASE

THIS AGREEMENT, Entered into this the 13th day of May, 19 81

between Mary H. Pape, a/k/a Mary Pape, a widow
Box 144
Daniel, Wyoming 83115

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

hereinafter called lessor,

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

184777

RECORDED May 28 1981 2:45 P
IN BOOK 61 Misc PAGE 551
FEES 10.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKee

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 240.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 13th day of May, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney, Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Forty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~to~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

M.H.P.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

x/ Mary H. Pape

Mary H. Pape

SSN: 520-42-2409

551

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

552

STATE OF .....
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of....., 19....., personally appeared.....

and

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public.

STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th

day of March, 19 81, personally appeared Mary H. Pape, a/k/a Mary Pape, 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.

THE STATE OF WYOMING COUNTY OF SUBLETTE CLERK

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 3, 1983

O Pape - Deputy County Clerk
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

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF an Oil and Gas Lease dated May 13, 1981, by and between Mary H. Pape, a/k/a Mary Pape, a widow, as LESSOR and APACHE CORPORATION, as LESSEE.

Township 36 North, Range 112 West, 6th P.M.
Section 25: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

Signed for Identification:

✓ Mary H. Pape
Mary H. Pape

WP-28

5-5-4

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated May 13, 1981, from Mary H. Pape, a/k/a Mary Pape, a widow, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Mary H. Pape, a/k/a Mary Pape, a widow
Box 144
Daniel, Wyoming 83115

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 APACHE 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	AMOUNT
Mary H. Pape	State Bank of Big Piney, Big Piney, Wyoming 83113	$120.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 27th day of May, 1981.

X ✓ _____ (SEAL)

Mary H. Pape

Mary H. Pape _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

[redacted] _____ [redacted] _____ (SEAL)

Printed by [redacted] Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of May, 19 81, personally appeared Mary H. Pape, a/k/a Mary Pape, 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: Jan 3, 1983

C. Patura - deputy Co. Clerk
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 _____

5-5-5-1

WP-28

556

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 16, 1981, from Fred E. Shriver, a/k/a Fred Shriver, and Erma D. Shriver, a/k/a Erma Shriver, his wife Rt 2, Box 4, Pinedale, Wyoming 82941, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book _____, Page _____, of the _____ Records of _____ County, _____, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, Colorado 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 109 West, 6th P.M.
Section 21: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 28: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fred E. Shriver, a/k/a Fred Shriver, and Erma D. Shriver, a/k/a Erma Shriver, his wife
Rt 2, Box 4
Pinedale, Wyoming 82941
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 APACHE 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	AMOUNT
Fred E. Shriver and Erma D. Shriver	First National Bank of Pinedale Pinedale, Wyoming	$220.00

184800

RECORDED May 29 1981 9:18 AM
IN BOOK 61 O & G PAGE 556
FEE $6.00 Lana J Yahl 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 20 day of April, 1981.

x Fred E Shriver
Fred E. Shriver

x Erma D. Shriver (SEAL)
Erma D. Shriver

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Printed b[redacted]ting, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of April, 19 81, personally appeared Fred E. Shriver, a/k/a Fred Shriver,

and Erma D. Shriver, a/k/a Erma Shriver, his wife

, to me known to be the identical person S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

My Commission Expires

Faye Hammons
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

5 5 7

Producers 88 Revised
Colorado - Utah (P)
(10-59)

558

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of April, 19 81, by and between Virginia L. Springman, a widow,

of 108 Willow Park, Alturas, California 96101, hereinafter called lessor (whether one or more), and American Quasar Petroleum Co. of N.M. of 1700 Broadway, Suite 707 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, State of Wyoming, and being described as follows, to-wit:

TOWNSHIP 30 NORTH - RANGE 114 WEST
SECTION 15: SW¼.
SECTION 21: E½NE.
SECTION 22: NW¼; W½NE¼; SE¼NE¼.
SECTION 23: W½NE¼; SE¼NE¼; NW¼; N½S½.

184813

RECORDED June 1 1981 8:49 A.M.
IN BOOK 61 O&G PAGE 53
FEE $8.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Fitzhugh Deputy

of Section XXXXXX, Township XXXXXXX, Range XXXXXXX, 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 960.00 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 the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

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 (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Continental Bank and Trust Company Bank at 200 S. Main, Salt Lake City, Utah 84101 (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 -Nine Hundred Sixty and 00/100---------- DOLLARS ($960.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the

pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

It is hereby understood, agreed and directed that all bonus monies and, or, delay rentals payable under this Oil and Gas Lease shall be paid to, or for the credit of, Frank J. Springman, in the manner herein specified.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

(X) Virginia L. Springman

Virginia L. Springman
SS# 545-36-7581

STATE OF California } SS.
COUNTY OF Modoc

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the 5th day of ~~April~~ May, A. D., 19 81, personally appeared before me Virginia L. Springman, the signer of the above instrument, who duly acknowledged to me that she executed the same. ~~WITNESS~~ my hand and official seal.

OFFICIAL SEAL
V. F. EDWARDS
NOTARY PUBLIC - CALIFORNIA
MODOC COUNTY
My comm. expires DEC 13, 1981

J. F. McCombs
Notary Public

My commission expires: 12-13-81

Residing at: Alturas, Ca 96101

STATE OF ..... } SS.
COUNTY OF .....

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the ..... day of ....., A. D., 19 ....., personally appeared before me ....., the signer ... of the above instrument, who duly acknowledged to me that ... he ... executed the same. WITNESS my hand and official seal.

My commission expires:

.....
Notary Public

Residing at: .....

STATE OF ..... } SS.
COUNTY OF .....

ACKNOWLEDGMENT (For use by Corporation)

On the ..... day of ....., A. D., 19 ....., personally appeared before me ....., who being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said ..... acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires:

.....
Notary Public

Residing at: .....

STATE OF ..... } 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.

.....
County Recorder

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

559

560

Form TA-21 (oil & gas) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated April 16, 1981, from Virginia L. Springman, a widow, as Lessors, to American Quasar Petroleum Co.of N.M., as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by American Quasar Petroleum Co. of N.M., 1700 Broadway, Suite 707, Denver, Colorado 80202

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 30 NORTH - RANGE 114 WEST
SECTION 15: $SW\frac{1}{4}$.
SECTION 21: $E\frac{1}{2}NE\frac{1}{4}$.
SECTION 22: $NW\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}NE\frac{1}{4}$.
SECTION 23: $NW\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}NE\frac{1}{4}$; $N\frac{1}{2}S\frac{1}{2}$.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations,

we Virginia L. Springman, a widow,

and each of us, do hereby ratify, approve, confirm, and adopt the above described (oil & 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
Frank J. Springman	2828 South 200 East Salt Lake City, Utah 84115	Continental Bank and Trust Company 200 S. Main P. O. Box 30177 Salt Lake City Utah 84101	$6.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 16th **day of** April, **19**81.

(X) Virginia L. Springman
Virginia L. Springman
SS# 545-36-7581 (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF California)
COUNTY OF Modoc) ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, V. F. McCombs a Notary Public, in and for said County and State, on this day of ~~April~~ May 5, 1981 personally appeared Virginia L. Springman

and _____

_____, to 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 12-13-81

OFFICIAL SEAL
V. F. McCOMBS
NOTARY PUBLIC - CALIFORNIA
MODOC COUNTY
My comm. expires DEC 13, 1981

V. F. McCombs
Notary Public.

Residing at Alturas, Ca 96101

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 _____

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 _____

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

561

562

Producers 88 -Revised
Colorado - Utah (P)
(10-59)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of April, 1981, by and between Charles R. Springman, a divorced man,

of P.O.Box 502, Creswell, Oregon 97426

American Quasar Petroleum Co. of N.M. of 1700 Broadway, Suite 707 Denver, Colorado, hereinafter called lessee,

hereinafter called lessor (whether one or more), and

WITNESSETH: that lessor, for and in consideration of -Ten and More- DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

TOWNSHIP 30 NORTH - RANGE 114 WEST

SECTION 15: SW¼.
SECTION 21: E½NE¼.
SECTION 22: NW¼; W½NE¼; SE¼NE¼.
SECTION 23: NW¼; W½NE¼; SE¼NE¼; N½S½.

184814

RECORDED June 1 1981 8:00
IN BOOK 61 Misc PAGE 562
FEE $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellison

of Section XXXXXXX, Township XXXXXXXX, Range XXXXXXXX, 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 960.00 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 the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

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 (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Continental Bank and Trust Company (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), Bank at 200 S. Main, Salt Lake City, Utah 841

sum of --Nine Hundred Sixty and 00/100---------- DOLLARS ($ 960.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral 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 thereofter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the

pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon the lands covered by this lease whether or not such well is located upon or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

It is hereby understood, agreed and directed that all bonus and, or, delay rentals payable under this Oil and Gas Lease shall be paid to, or for the credit of, Frank J. Springman, in the manner herein specified.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

(X) Charles R Springman
Charles R. Springman
SS# 560-24-3115

STATE OF Oregon } SS.
COUNTY OF .....

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the 12TH day of MAY ~~April~~ 81, A. D., 19 ..., personally appeared before me Charles R. Springman, the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

My commission expires: June 23, 1984

Edward E Kites
Notary Public
Residing at: Madras, OR.

STATE OF .....
COUNTY OF ..... } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the ..... day of ....., A. D., 19 ....., personally appeared before me ....., the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

My commission expires:

.....
Notary Public
Residing at: .....

STATE OF .....
COUNTY OF ..... } SS.

ACKNOWLEDGMENT (For use by Corporation)

On the ..... day of ....., A. D., 19....., personally appeared before me ....., who being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said ..... acknowledged to me that said corporation executed the same.
WITNESS my hand and official seal.

My commission expires:

.....
Notary Public
Residing at: .....

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19.. .. at ..... o'clock ..M and recorded in Book ..... at Page ..... of the records of this office.

.....
County Recorder

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

563

564

RA-309 (8/60)
Printed in U.S.A.

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 April 16, 1981, from Charles R. Springman, a divorced man, to American Quasar Petroleum Co. of N.M., as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by American Quasar Petroleum Co. of N.M., 1700 Broadway, Suite 707, Denver, Colorado in so far as it covers the following described land in Sublette County, Wyoming, to-wit: 80

TOWNSHIP 30 NORTH - RANGE 114 WEST
SECTION 15: $SW\frac{1}{4}$.
SECTION 21: $E\frac{1}{2}NE\frac{1}{4}$.
SECTION 22: $NW\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}NE\frac{1}{4}$.
SECTION 23: $NW\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}NE\frac{1}{4}$; $N\frac{1}{2}S\frac{1}{2}$.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Charles R. Springman

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 American Quasar Petroleum Co. of N. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Frank J. Springman 2828 South 200 East Salt Lake City Utah 84115	Depository Bank: Continental Bank and Trust Company 200 S. Main, P.O.Box 30177 Salt Lake City Utah 84101	$6.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 16th day of April, 1981.

WITNESSES:

(X) Charles R Springman
Charles R. Springman
SS# 560-24-[redacted]2115 _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF Oregon }
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 12th day of ~~April~~ May, 1981, personally appeared Charles R. Springman

and .....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 23, 1981 Edward Eubites
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.....

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....County Clerk.

By .....Deputy.

When recorded return to

.....

.....

.....

565

566

Producers 88 Revised
Colorado - Utah (P)
(10-59)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of April, 19 81, by and between Frank J. Springman, single,

of 2828 South 200 East, Salt Lake City, Utah 84115, hereinafter called lessor (whether one or more), and American Quasar Petroleum Co. of N.M. of 1700 Broadway, Suite 707 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, State of Wyoming, and being described as follows, to-wit:

TOWNSHIP 30 NORTH - RANGE 114 WEST

SECTION 15: SW¼.
SECTION 21: E½NE¼.
SECTION 22: NW¼; W½NE¼; SE¼NE¼.
SECTION 23: W½NE¼; SE¼NE¼; NW¼; N½S½.

184815

RECORDED June 1 1981 8:00 AM
BOOK 61 Oil & Gas PAGE 566
8.00 Laurel York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Kitt

of Section XXXXXXX, Township XXXXXXX, Range XXXXXXX, 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 960.00 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 the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

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 (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Continental Bank and Trust Company Bank at 200 S. Main, Salt Lake City, Utah (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of --Nine Hundred Sixty and 00/100---------- DOLLARS ($ 960.00) which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the

pooled area [redacted] amount of the surface acreage of the entire [redacted] nothing herein contained shall authorize or effect [redacted] or of any title to an [redacted] alty or other interest pooled pursuant hereto [redacted] encement of a well, the conduct [redacted] other drilling [redacted] the completion of a well [redacted] of a dry hole, or the operation of a producing well [redacted] pooled area, shall be considered for all purposes (except royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

JRM
J.S. It is hereby understood, agreed and directed that all bonus and, or, delay rentals payable under this Oil and Gas Lease shall be paid to, or for the credit of, Frank J. Springman, in the manner herein specified.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

(X) Frank J Springman
Frank J. Springman
SS# 560-24-3142

STATE OF Utah
COUNTY OF Salt Lake } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the 24 day of April, A. D., 1981, personally appeared before me Frank J. Springman, the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

Notary Public
Residing at: Salt Lake

My commission expires:
5-14-82

STATE OF
COUNTY OF } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the day of, A. D., 19, personally appeared before me, the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

Notary Public

My commission expires:

Residing at:

STATE OF
COUNTY OF } SS.

ACKNOWLEDGMENT (For use by Corporation)

On the day of, A. D., 19, personally appeared before me, who being by me duly sworn, did say that he is the President of, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Residing at:

STATE OF
COUNTY OF } SS.

(Certificate of Recording)

This instrument was filed for record on the day of, 19 at o'clock M and recorded in Book at Page of the records of this office.

By
County Recorder **Deputy**

AFTER RECORDING, RETURN TO:

567

568

Form TA-21 (oil & gas) OKLA. - KAN. - COLO.
& Other Rocky Mt, States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated April 16, 1981, from Frank J. Springman, single, as Lessors, to American Quasar Petroleum Co. of N.M. as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by American Quasar Petroleum Co. of N.M., 1700 Broadway, Suite 707, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 30 NORTH - RANGE 114 WEST
SECTION 15: $SW\frac{1}{4}$.
SECTION 21: $E\frac{1}{2}NE\frac{1}{4}$.
SECTION 22: $NW\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}NE\frac{1}{4}$.
SECTION 23: $NW\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}NE\frac{1}{4}$; $N\frac{1}{2}S\frac{1}{2}$.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Frank J. Springman

and each of us, do hereby ratify, approve, confirm, and adopt the above described (oil & gas) lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto American Quasar Petroleum 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
Frank J. Springman	2828 South 200 East Salt Lake City Utah 84115	Continental Bank and Trust Company 200 S. Main P.O.Box 30177 Salt Lake City Utah 84101	$6.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 16th day of April, 19 81.

(X) Frank J. Springman (Seal)
Frank J. Springman
SS# 560-24-3142

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

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, Maurice K Cockerley a Notary Public, in and for said County and State, on this day of Apr 24, 1981 personally appeared Frank J. Springman

and

, to 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 3-14-82

Maurice K Cockerley
Notary Public.

Residing at Salt Lake Co.

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

569

570

Producers 88 Revised
Colorado - Utah (P)
(10-59)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of April, 1981, by and between Fern S. Hasting, a divorced woman,

of 555 N. Roop St., Apt. 28, Susanville, Ca. 96130, hereinafter called lessor (whether one or more), and American Quasar Petroleum Co.of N.M. of 1700 Broadway, Suite 707 Denver, Colorado, hereinafter called lessee; 8020

WITNESSETH: that lessor, for and in consideration of -Ten and More- DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

TOWNSHIP 30 NORTH - RANGE 114 WEST
SECTION 15: SW¼.
SECTION 21: E½NE¼.
SECTION 22: NW¼; W½NE¼; SE¼NE¼.
SECTION 23: NW¼; W½NE¼; SE¼NE¼; N½S½.

184816

Filed June 1 1981 8:00 A M
Book 61 Oil & G
8vo Page 570
Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deuel

of Section XXXXXXX, Township XXXXXXX, Range XXXXXXX, 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 960.00 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 the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

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 (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Continental Bank and Trust Company Bank at 200 S. Main, Salt Lake City, Utah (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the 8410 sum of --Nine Hundred Sixty and 00/100---------- DOLLARS ($ 960.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the

pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well in the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

It is hereby understood, agreed and directed that all bonus and, or, delay rentals payable under this Oil and Gas Lease shall be paid to, or for the credit of, Frank J. Springman, in the manner herein specified. F. J. S.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

(X) Fern S. Hasting

Fern S. Hasting

SS# 566-24-0004

STATE OF California } SS.
COUNTY OF Lassen

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the 5th day of ~~April~~ May 5, A. D., 19 81, personally appeared before me Fern S. Hasting, the signer of the above instrument, who duly acknowledged to me that She executed the same. WITNESS my hand and official seal.

OFFICIAL SEAL
L MILTON
NOTARY PUBLIC - CALIFORNIA
LASSEN COUNTY
My comm. expires SEP 1, 1984

Notary Public

My commission expires: Sept. 1, 1984

Residing at: Susanville, Ca. 96130

STATE OF } SS.
COUNTY OF

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On the ..... day of ....., A. D., 19 ....., personally appeared before me ....., the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

Notary Public

My commission expires:

Residing at:

STATE OF } SS.
COUNTY OF

ACKNOWLEDGMENT (For use by Corporation)

On the ..... day of ....., A. D., 19....., personally appeared before me ....., who being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said ..... acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Residing at:

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.

County Recorder — By Deputy

AFTER RECORDING, RETURN TO: .....

572

RA-309 (8/60)
Printed in U.S.A.

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 April 16, 1981, from Fern S. Hasting, a divorced woman, to American Quasar Petroleum Co. of N.M., as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by American Quasar Petroleum Co. of N.M., 1700 Broadway, Suite 707, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 30 NORTH - RANGE 114 WEST
SECTION 15: SW¼.
SECTION 21: E½NE¼.
SECTION 22: NW¼; W½NE¼; SE¼NE¼.
SECTION 23: NW¼; W½NE¼; SE¼NE¼; N½S½.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fern S. Hasting

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 American Quasar Petroleum Co. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Frank J. Springman 2828 South 200 East Salt Lake City Utah 84115	Depository Bank: Continental Bank and Trust Company 200 S. Main, P.O.Box 30177 Salt Lake City Utah 84101	$6.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 16th day of April, 1981.

WITNESSES:

X) Fern S. Hasting (SEAL)
Fern S. Hasting
SS# 566-24-0004

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

OFFICIAL SEAL
L MILTON
NOTARY PUBLIC - CALIFORNIA
LASSEN COUNTY
My comm. expires SEP 1, 1984

STATE OF California }
COUNTY OF Lassen } 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 April May, 19 81, personally appeared Fern S. Hasting

and. _____

_____, to 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 Sept. 1, 1984

L Milton
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 ....., 19.....

No. Acres.....

.....County, _____

Term.....

This instrument was filed for record on the.....

day of.....19.....

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By .....
Deputy.

When recorded return to

573

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That,

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ERNEST E. HEISER, (herein called "Assignor"), with an office at 1125 Seventeenth Street, Denver, Colorado, 80202, does hereby grant, sell, convey, transfer and assign unto WESX PETROLEUM, INC. (herein called "Assignee"), with an address at 1125 Seventeenth Street, Denver, Colorado, 80202, those certain percentages of overriding royalty specifically designated as to each lease described in that certain schedule of leases and lands affected hereby, which is hereto attached, marked Exhibit "A" and by reference incorporated into and made a part of this Assignment, and any extension or renewal of each respective lease.

The overriding royalty interests herein assigned shall be free and clear of any cost and expense of the development and operation, excepting taxes applicable to said overriding royalty interests and the production therefrom.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

EXECUTED this 20th day of May, 1981; effective, however, for all purposes as of April 16, 1981.

Ernest E. Heiser

Ernest E. Heiser

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Ernest E. Heiser this 20th day of May, 1981.

Notary Public

My Commission Expires:

184840

RECORDED June 3 19 81 2:00 P M
IN BOOK 61 Oil PAGE 574
FEE: $6.00 Lois J Yake COUNTY CLERK
CAMPBELLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

EXHIBIT "A", PAGE 1 STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	CRR CONVEYED	ACRES	RECORDED BOOK	RECORDED PAGE
	Joseph L. Budd and Helen Budd Tanner	Beta Exploration, Inc.	11-30-76	T30N, R114W, Section 8: E/2SE/4 Section 9: SE/4, S/2SW/4 Section 15: S/2NW/4 Section 16: NE/4NW/4, NW/4NE/4, E/2NE/4	.5 of 1%	560		

5'15

576

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED JUN 18 1979

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 62471

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

184842

1. John J. Christmann
1500 Broadway
Suite 800
Lubbock, Texas 79401

RECORDED June 3 1979 at 4:45 P M
IN BOOK 61 Misc PAGE 576
FEES $ 8.00 Lois L Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 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 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

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 5%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22 day of March, 19 79

Gloria U. Gillis
Gloria U. Gillis (Assignor's Signature)

140 Ancona
(Assignor's Address)

San Antonio, Texas 78212
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1979

By Glenna W. Bane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 8 1979
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3[illegible]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 27 day of March, 19 79

John J. Christmann
(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(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 BEXAR

Before me, the undersigned authority on this date personally appeared, GLORIA U. WELDER (formerly known as Gloria U. Gillis), being a person who is personally known to me, and after being placed on her oath, states, that she is the GLORIA U. GILLIS, whose signature is affixed to the foregoing instrument, being an Assignment Affecting Record Title to Oil and Gas Lease to John J. Christmann, and having been executed effective March 22, 1979, and states that she executed the foregoing described assignment for the purposes and consideration stated therein.

Signed this the 23rd day of May, 1981.

Gloria U. Welder
Affiant

Sworn to and subscribed before me on this the 23rd day of May, 1981.

Notary Public inand for
Bexar County, Texas

Commission expires Jan 1, 1983.

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W 62514

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

184343

RECORDED June 3 19 81 4:45 P M
IN BOOK 61 Or 4 PAGE 579
FEES $ 5.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwain

1. John J. Christmann
1500 Broadway
Suite 800
Lubbock, Texas 79401

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* April 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 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

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 5%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22 day of March, 19 79

Gloria U. Gillis
Gloria U. Gillis (Assignor's Signature)

140 Ancona
(Assignor's Address)

San Antonio, Texas 78212
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1979

By Glenna W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 8 1979
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Claimant

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [✓] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 27 day of March, 1979

John J. Christmann
(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(Address, include zip code)

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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 BEXAR

Before me, the undersigned authority on this date personally appeared, GLORIA U. WELDER (formerly known as Gloria U. Gillis), being a person who is personally known to me, and after being placed on her oath, states, that she is the GLORIA U. GILLIS, whose signature is affixed to the foregoing instrument, being an Assignment Affecting Record Title to Oil and Gas Lease to John J. Christmann, and having been executed effective March 22, 1979, and states that she executed the foregoing described assignment for the purposes and consideration stated therein.

Signed this the 23rd day of May, 1981.

Gloria U. Welder
Affiant

Sworn to and subscribed before me on this the 23rd day of May, 1981.

Notary Public inand for
Bexar County, Texas

Commission expires Jan 1, 1983.

582

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 70456

Lease effective date 11-1-80

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
WOODS PETROLEUM CORPORATION

Address *(include zip code)*
3555 N.W. 58th Street
Oklahoma City, Oklahoma

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)

184847

Township 30 North, Range 110 West
Section 1: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 16, 17, 18, S½S½
Section 2. Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
Section 3: Lots 3, 4, 5, 6, 7, 10
Section 10: Lot 6
Section 15: Lot 1
Section 34: SW¼NE¼, S½NW¼, S½

1814.85 ac

RECORDED June 4 1981 11:30 A M
IN BOOK 61 Oil & Gas PAGE 582
FEE $6.25 Lou J Yak COUNTY CLERK
CAMPBELLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Allen

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.

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 12 day of November, 1980.

Terry D Beddow
(Assignor's Signature)

Terry D. Beddow
1310 Lincoln - P. O. Box 267
Aberdeen, South Dakota 57401
(Assignor's Address)

504-36-7128
Social Security Number

(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 JAN 1 1981

By Glenna W. Sanc
(Authorized Officer)

007889

Chief, Oil & Gas Section
(Title)

MAY 26 1981
(Date)

11396-1

NOTE: [redacted] may be reproduced provided that copies [redacted] reproductions on one sheet of both sid[redacted] official form

Claiman

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)

STATE OF South Dakota)
: ss.
COUNTY OF Brown)

The foregoing instrument was acknowledged before me by Terry D. Beddow

On the 12th day of November, 1980.

WITNESS my hand and official seal.

My Commission Expires: DANIEL K. COLLINS, Notary Public State of South Dakota My Commission Expires June 7, 1986.

Daniel K Collins
Notary Public

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*

of 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.

GPO 857-257

584

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 3rd day of June, 19 81

between Lawrence W. Shaul and Vivian M. Shaul, his wife
Box 63
Pinedale, Wyoming 82941

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

184850

RECORDED June 4 1981 2:00 P.M.
IN BOOK 61 MISC PAGE 584
FEES 6.00 Sara J. York COUNTY CLERK
SUBLETTE COUNTY CLERK by D. Hall

TOWNSHIP 34 NORTH, RANGE 111 WEST, 6th P.M.
Section 7: Lots 2, 3, 4
Section 18: Lots 1, 2, 3, 4

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16.00%).

and containing 263.78 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of five (5) years from March 21, 1982 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 21st day of March, 19 83, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of Pinedale, Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Sixty-three and 78/100 ($263.78) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Lawrence W. Shaul
Lawrence W. Shaul SSN: 520-05-1597

X Vivian M. Shaul
Vivian M. Shaul SSN: 520-16-2094

* "This lease is expressly made subject to any and all leases, easements, conditions and restrictions, if any, relating to the herein above described property, to the extent that the same may still be in force and effect as shown of record in the office of the County Clerk [redacted] Register of Deeds, Sublette County, [redacted] Wyoming."

Printed b[redacted]ting, 511 16th St., Suite 222, (303) 893-1681 [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 4th day of June, 19 81, personally appeared Lawrence W. Shaul

and Vivian M. Shaul, his wife

, to me known to be the identical person.S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 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.

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.
Deputy.
When recorded return to

WP-28

5-84

3-11 6

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated June 3, 1981, from Lawrence W. Shaul and Vivian M. Shaul, his wife Box 63, Pinedale, Wyoming, 82941, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 111 WEST, 6th P.M.
Section 7: Lots 2, 3, 4
Section 18: Lots 1, 2, 3, 4

184851

RECORDED June 4 1981 2:00 P.
IN BOOK 61 Misc
PAGE 586
FEES 6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stone

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Lawrence W. Shaul and Vivian M. Shaul, his wife
Box 63
Pinedale, Wyoming 82941

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 APACHE 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	AMOUNT
Lawrence W. Shaul and Vivian M. Shaul	First National Bank of Pinedale Pinedale, Wyoming 82941	$131.90

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 June, 1981.

X Lawrence W. Shaul
Lawrence W. Shaul SSN: 520-05-1597

X Vivian M. Shaul (SEAL)
Vivian M. Shaul SSN: 520-16-2094

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Printed by [redacted]ng, 511 16th St., Suite 222, (303) 893-1681 [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 4th day of June, 19 81, personally appeared Lawrence W. Shaul

and Vivian M. Shaul, his wife

, to me known to be the identical person.S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 11/22/83 Faye Hammons Notary Public.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

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

No.
FROM
TO
Dated
No. Acres
County.
Term
19

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

588

FIRST ORIGINAL

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

WYOMING STATE OIL & GAS LEASE 77-0051

THIS AGREEMENT, made and entered into on the 16th day of November, A.D., 1977 by and between PAUL F. CATTERSON and MARY E. CATTERSON, husband and wife, hereinafter called Assignors, and ROBERT B. MEE of P. O. Box 11117, Salt Lake City, Utah 84111, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignors for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to them in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to Two and One-Half ---------- percent (2-1/2%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the State of Wyoming and Mary E. Catterson as lessee, bearing Wyoming State Serial No. 77-0051 on the following described lands situated in Sublette County, State of Wyoming, to wit:

Township 34 North, Range 114 West, 6th P.M.
Section 36: All

Containing 640 acres

184857

RECORDED June 5 1981 8:00 A M
IN BOOK 61 Misc PAGE 588
FEE: $4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Evans

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever.

WITNESS our hands and seals this 16th day of November, 1977

Paul F. Catterson

Mary E. Catterson

STATE OF COLORADO)
JEFFERSON) SS.
COUNTY OF [redacted])

On this 16th day of November, A.D., 1977 before me personally appeared PAUL F. CATTERSON and MARY E. CATTERSON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: My Commission expires September 22, 1980

[redacted] Notary Public [redacted]

STATE OF Wyoming)
: ss
COUNTY OF Sublette)

ASSIGNMENT OF OVERRIDING ROYALTY

THIS ASSIGNMENT, made this 5th day of November 1976, by and between Davis Oil Co., a partnership, hereinafter referred to as "Assignor", and Boardwalk Petroleum Investment, hereinafter referred to as "Assignee";

WITNESSETH:

THAT FOR AND IN CONSIDERATION, of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby bargain, sell, assign, and set over unto Assignee, its successors, heirs, and assigns, a royalty of one-half of one per cent of all the oil and gas produced, saved, and sold from the lands described by virtue of the following described oil and gas lease, to-wit:

Date: 2/1/76

Serial No.: W 53369

Lessor: United States of America

Lessee: Kenneth M. Piazza

insofar as said lease covers the following described land in County of Sublette, State of Wyoming, to-wit:

27 N 108 W
Sec 17 - SE¼
Sec 23 - SW¼
Sec 28 - SE¼
Sec 35 - SE¼

RECORDED June 5 1981 8:00 A M
IN BOOK 61 O & G PAGE 589
FEES $4.00 Laura J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

184858

THIS ASSIGNMENT is given without covenants of warranty, either expressed or implied, is executed the day and year first above written, and shall be binding on the undersigned, its successors, and assigns.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

1100 Metrobank Building
Denver, Colorado 80202

D-6742

) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5TH day of NOVEMBER 1976 by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires:
July 13, 1980

589

590

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 22nd day of April, 19 81

between Robert W. Wilson and Ruth E. Wilson, husband and wife
Box 147
Pinedale, Wyoming 82941

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

184859

SEE ATTACHED EXHIBIT "A" HERETO AND MADE A PART HEREOF

RECORDED June 5 1981 11:20 AM
IN BOOK 61 Q & S PAGE 590
FEES 8.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

and containing 209.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from ~~this date~~ December 3, 1981, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of December, 1982, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Nine and 00/100 (209.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~xxxxxxx~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Ruth E. Wilson
Ruth E. Wilson SSN: 529-16-4803

X Robert W. Wilson
Robert W. Wilson SSN: 574-03-6084

* "This lease is expressly made subject to any and all leases, easements, conditions and restrictions, if any, relating to the herein above described property, to the extent that the same may still be in force and effect, shown of record in the office of the County Clerk or [redacted]er of Deeds, Sublette Coun[redacted]oming [redacted]

Printed b[redacted]ting, 511 16th St., Suite 222, (303) 893-1681 [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 4th day of June, 19 81, personally appeared Robert W. Wilson

and Ruth E. 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 Jan 3, 1983 Joan J. Tyler County Clerk
Notary Public.

COUNTY CLERK

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

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

5-91

EXHIBIT "A" attached hereto and made a part hereof an Oil and Gas Lease dated April 22, 1981, by and between Robert W. Wilson and Ruth E. Wilson, husband and wife, as LESSOR, and APACHE CORPORATION, as LESSEE:

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

TOWNSHIP 34 NORTH, RANGE 109 WEST, 6th P.M.

Section 32: S½NE¼, N½SE¼, S½SE¼ less and except a tract of land, described as follows: Beginning at the Southwest corner of said S½SE¼, thence Northerly along the West line of the S½SE¼ a distance of 558 feet; thence Easterly and parallel to the South line of the S½SE¼ a distance of 2,420 feet; thence Southerly and parallel to the West line of the S½SE¼ a distance of 558 feet to a point on the South line of the S½SE¼; thence Westerly along the South line of the S½SE¼ a distance of 2,420 feet to the point of beginning, containing 31 acres, more or less.

Signed for Identification:

X Ruth E. Wilson
Ruth E. Wilson

X Robert W. Wilson
Robert W. Wilson

Form 88-C Rev 1974
Kan., Okla. & Colo. 1957

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 22nd day of April, 1981

between Robert W. Wilson and Ruth E. Wilson
Box 147
Pinedale, Wyoming 82941

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

SEE ATTACHED "A" ATTACHED HERETO AND MADE A PART HEREOF

184860

RECORDED June 5 1981 11:20 AM
IN BOOK 61 Or St PAGE 593
FEES 8.00 Lorry Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Elvine

and containing 896.00 acres more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from ~~this date~~ December 6, 1981 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of December, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred Ninety-six and 00/100 (896.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~to XXXXXXX~~ ~~XXX crops~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Ruth E. Wilson SSN: 529-16-4803

X Robert W. Wilson SSN: 574-03-6084

* ~~"This lease is expressly made subject to any and all leases, easements, conditions and restrictions, if any, relating to the herein~~ above described property, to the extent that the same may still be in force and effect, own of record in the office of the County Clerk or Register of Deeds, Sublette County, Wyoming."

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of June, 1981, personally appeared Robert W. Wilson

and Ruth E. 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 Jan 3, 1983

Lisa J. Lake County Clerk
Notary Public.

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

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.....

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

EXHIBIT "A" attached hereto and made a part hereof an Oil and Gas Lease dated April 22, 1981, by and between Robert W. Wilson and Ruth E. Wilson, husband and wife, as LESSOR, and APACHE CORPORATION, as LESSEE:

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

TOWNSHIP 34 NORTH, RANGE 109 WEST, 6th P.M.

Section 8: SE¼

Section 9: a parcel of land comprising portions of Section 9 and 16, which said parcel of land is embraced within the following traverse; the initial point whereof is the West quarter corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South One-half of said Section 9 to a point;
thence proceed S06°30'E 3918 feet to a point;
thence proceed S19°00'E 1484 feet to a point;
thence proceed S08°47'E 2725 feet to a point on the South line of said Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16; to the Southwest corner of said Section 16; thence proceed Northerly 7980 feet on the West line of said Sections 16 and 9 to the initial point of this traverse. Approx. 56 acres.

Section 17: NE¼, E½SE¼

Section 21: NW¼

Section 27: NW¼SW¼

Section 28: SE¼, SW¼NE¼, SE¼SW¼

Signed for Identification:

X _____
Ruth E. Wilson

X _____
Robert W. Wilson

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 22, 1981, from Robert W. Wilson and Ruth E. Wilson, husband and wife, Box 147, Pinedale, Wyoming 82941, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

184861

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Robert W. Wilson and Ruth E. Wilson, husband and wife
Box 147
Pinedale, Wyoming 82941

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 APACHE 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	AMOUNT
Robert W. Wilson and Ruth E. Wilson	Rock Springs National Bank, Rock Springs, Wyoming	$448.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 4th day of June, 1981.

X Ruth E. Wilson
Ruth E. Wilson

X Robert W. Wilson (SEAL)
Robert W. Wilson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Printed by [redacted] ng, 511 16th St., Suite 222, (303) 893-1681 [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 4th day of June, 19 81, personally appeared Robert W. Wilson

and Ruth E. 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 Jan 3, 1983

Lucy J. Clarke County Clerk
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

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

597

EXHIBIT "A" attached hereto and made a part hereof a Ratification and Rental Division Order dated April 22, 1981, by and between Robert W. Wilson and Ruth E. Wilson, husband and wife, as LESSOR, and APACHE CORPORATION, as LESSEE:

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

TOWNSHIP 34 NORTH, RANGE 109 WEST, 6th P.M.

Section 8: SE¼

Section 9: a parcel of land comprising portions of Section 9 and 16, which said parcel of land is embraced within the following traverse; the initial point whereof is the West quarter corner of said Section 9, from whence proceed Easterly 772 feet on the North line of the South One-half of said Section 9 to a point;
thence proceed S06°30'E 3918 feet to a point;
thence proceed S19°00'E 1484 feet to a point;
thence proceed S08°47'E 2725 feet to a point on the South line of said Section 16; thence proceed Westerly 2095 feet on the South line of said Section 16; to the Southwest corner of said Section 16; thence proceed Northerly 7980 feet on the West line of said Sections 16 and 9 to the initial point of this traverse. Approx. 56 acres.

Section 17: NE¼, E½SE¼

Section 21: NW¼

Section 27: NW¼SW¼

Section 28: SE¼, SW¼NE¼, SE¼SW¼

Signed for Identification:

X Ruth E. Wilson
Ruth E. Wilson

X Robert W. Wilson
Robert W. Wilson

Producers 88 Spec. - ?
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 21st day of May, 1981 by and between
Fred W. Marble, Jr., and Catharine C. Marble, husband and wife,
Box 92
Billings, Montana 59103
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

184866

Township 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, S½NW¼, N½SW¼,
SW¼SW¼

RECORDED June 5 1982 [illegible]
IN BOOK [illegible] PAGE 599
FEES 6 [signature] COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy [illegible]

XXXXX Section XXXXX Township XXX Range / and containing 349.03 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XXXXXXXXXXXXXXX~~ five (5) years from June 8, 1981 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 ~~XXXXXXXXXX~~ June 8, 1981 this lease shall terminate as to both parties, unless the lessee on or before ~~XXXXXX~~ June 8, 1 shall pay or tender to the lessor or to the lessor's credit in the Western Bank at Box 20719, Billings, Montana 59104, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Forty-nine and 03/100 ($349.03) - - 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:

[signature] (SEAL)
Fred W. Marble, Jr. (SEAL)
[signature] (SEAL)
Catharine C. Marble (SEAL)
(SEAL)
(SEAL)

600

STATE OF MONTANA
COUNTY OF YELLOWSTONE } 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 81, personally appeared Fred W. Marble, Jr., and Catharine C. Marble, 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 August 5, 1984

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

_____

_____

KINTZEL BLUE PRINT CO., CASPER, WYOMING

184890

RECORDED June 8 ... 1981 8:00 A.M.
IN 61 Misc ... BOOK ... PAGE 601 ...
FEE $5.00 Kay Yule ... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Miller

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. 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 1st day of June, 19 81, and made effective the date of first production from the Federal #10-28 located at the CNW/4 Section 28, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming

ATTEST:

Assistant Secretary

ENERGETICS, INC.

BY:
Gene W. Anderson
Vice President, Land

WY-847 #12365 #12366 601

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 1st day of June, 1981.

My Commission Expires:

My Commission Expires Aug. 7, 1984

Notary Public

Attached to and made a part of that certain Assignment of Overriding Royalty executed this 1st day of June, 1981. 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
12365	U.S.A. W-62117	R. Ken Williams	2/1/78	T27N, R111W, 6th PM Sec. 28: NW¼, N½SW¼, SE¼S'/½		
12366	U.S.A. W-68454	Edward H. Judson	9/1/79	T27N, R111W, 6th PM Sec. 28: SW¼SW¼		

Insofar and only insofar as said leases cover formations from the surface of the ground down to 10,306'.

603

604

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Bureau of Land Management
State Office
FEB 18 1971

RETURNED
Br. of Mineral Class.
FEB 17 1971
GEOLOGICAL SURVEY
CASPER, WYOMING

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

Virginia S. Rutter
1505 North "C" Street
Midland, Texas 79701

W 27526
(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: #260 State: Wyoming County: Sublette

T. 31 N., R. 114 W., 6th Prin. Mer.
Sec. 5: Lot 4, SW¼NW¼, NW¼SW¼, S½S½
Sec. 8: NE¼, S½
Sec. 17: All
Sec. 20: All

Marion R Burke

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 12 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Lands in lease were not within a known geologic structure on date of lease issuance.

Andrew D. Bateman, Jr.
Regional Geologist
For the Director
U. S. Geological Survey

Containing a total of 2041.15 acres	Annual Rental . . . . . $ 1,021.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: MAR 1 1971

THE UNITED STATES OF AMERICA

By Clarence A. Barnes
(Signature of Signing Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

FEB 16 1971
(Date)

184891

RECORDED June 8 1981 8:00 AM
IN BOOK 61 Oil & G PAGE 604
FEES $ 6.00 Lenore J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

ORIGINAL

No. 191 — 1976

SIMULTANEOUS OIL AND GAS
DRAWING ENTRY CARD
STUB

27526

Do not make any notations on this stub

DO NOT DETACH

No. 191 — 1976

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

SEE INSTRUCTIONS ON REVERSE

3. Parcel Number 260

4. State Nev. 27526

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identifi parcel of land which may be available for noncompetitive leasing, and certifies that th (1) applicant is a citizen of the United States, an association of such citizens, a partne ship, a corporation organized under the laws of the United States or any State thereof, a municipality organized under the laws of such a State; (2) applicant's interests in o and gas offers to lease, leases, and options do not exceed the limitation provided by t Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole par in interest in this offer and the lease if issued, or if not the sole party in interest, th the names and addresses of all other interested parties are set forth on the reverse here The undersigned agrees that the successful drawing of this card will bind him to a lea on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stip lations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof such a lease is issued by the Bureau of Land Management as a result of this drawin

5. Virginia S. Ritter JAN 22 1971
(Signature of Applicant) (Date)

6. 1505 North "C" Street Midland, Texas ~~79701~~ 79701
(Address, include zip code)

DO NOT DETACH

INSTRUCTIONS

s card must be properly executed and signed and sent to the appropriate Land Office ne Bureau of Land Management. It *must* be accompanied by two separate remit- ces——one for $10 for the filing fee the other for the 1st year's rental at 50¢ per acre or tion thereof. Advance rental *must* be made by cash, certified check, bank cashiers ck, 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

BEFORE ENTERING
DIRECTION OF LAND
1971 JAN 25 A 10:00
LAND OFFICE
CHEYENNE, WYOMING

605

FACSIMILE REPRODUCTION by Tatlock's Inc., Denver- 16-1681

606

Form 3120–13
(December 1968)

UNITED S TES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Nu. **W-27526**

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease **March 1, 1971**

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name **CHANDLER & ASSOCIATES, INC.**
Street **1401 Denver Club Building**
City State **Denver, Colorado 80202**
Zip Code

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)

184892

Township 31 North, Range 114 West, 6th P.M.
Section 5: Lot 4, SW¼NW¼, NW¼SW¼, S½S½
Section 8: NE¼, S½
Section 17: All
Section 20: All

Sublette County, Wyoming
Containing 2,041.15 acres, more or less

June 8 1971 8:00 A.M.
61, O & G
PAGE 606
Fee $8.00 Lavon Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Ellis

SEE EXHIBIT "A" ATTACHED, INITIALLED FOR IDENTIFICATION AND INCORPORATED HEREIN BY REFERENC

2. What interest was held by the assignor in above-described lands prior to this assignment? **100%**

3. What interest is being conveyed to assignee? **100%**

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

Three and One-Half Percent (3½%)

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)*

None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of February, 1971.

Virginia S. Rutter
(Assignor's Signature)
Virginia S. Rutter

1505 North "C" Street
(Assignor's Address)

Midland, Texas 79701

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 1

Assignment approved effective APR 1 1971

Date approved APR 2 1971

By L R Lockstuden
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date) _____

ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No *(If "yes," specify kind)*

a Colorado corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file CORPORATE QUALIFICATIONS ~~CASE FILE NO. G-012346~~63

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.

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

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 , 1971.

ATTEST:

Secretary

CHANDLER & ASSOCIATES, INC.

(Assignee's Signature) **Vice President**

1401 Denver Club Building
Denver, Colorado 80202
(Address)

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

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.

EXHIBIT "A" ATTACHED, INITIALLED FOR IDENTIFICATION AND INCORPORATED BY REFERENCE

If Assignee elects to surrender the acreage assigned herein, in whole or in part, Assignee will notify Assignor (at Assignor's address shown on this instrument) by certified mail, 30 days prior to the surrender date.

If within 15 days of the date this notice is mailed Assignor requests, in writing, assignment, then Assignee will assign to Assignor the acreage to be surrendered unencumbered by any additional burden on production. Assignee shall exert its best efforts to comply with the terms of this paragraph, but Assignee shall not be liable for its oversight or clerical error.

V. S. R.
(Initial Here)
V. S. R.

Individual Acknowledgment

State of Texas)
) ss.
County of Midland)

(Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana)

On February 24, 1971, before me personally appeared
VIRGINIA S. RUTTER
to me known to be the person described in and whose name is subscribed and who executed the foregoing instrument and acknowledged to me that she duly executed the same as her free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires 6-1-71.

Brenda Kay Leggett
Notary Public
Residing At: Midland Texas

Corporate Acknowledgment

State of)
) ss.
County of)

(Colorado, Nebraska, Wyoming, Utah, Kansas, North 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:

Collister Form 669
6/70

Instructions:
The assignment to which this exhibit is attached should have the following notation:

SEE EXHIBIT "A" ATTACHED, INITIALLED FOR IDENTIFICATION AND INCORPORATED HEREIN BY REFERENCE.

PARTIAL ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Chandler & Associates, Inc., 1401 Denver Club Building, Denver, Colorado 80202, Assignor, for and in consideration of One Dollar ($1.00) the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto Pacific Transmission Supply Company, 245 Market Street, San Francisco, California 94105, an undivided Thirty Seven and One-Half percent (37 1/2%), and Chorney Oil Company, 401 Lincoln Tower Building, Denver, Colorado 80203, an undivided Twelve and One-Half percent (12 1/2%), Assignees, operating rights interest in and to the oil and gas lease described below from the surface to the stratigraphic equivalent of 12,586 feet drilled by Pacific Transmission Supply Company in the Federal 13-4 well, API#49-035-20270, NW/4SW/4 of Sec. 4, Township 31 North, Range 114 West, Sublette County, Wyoming:

Oil and Gas Lease issued effective March 1, 1971, by and between the United States of America, as Lessor, and Virginia S. Rutter, as Lessee, bearing Serial No. W-27526, insofar as said lease covers the following described lands situated in Sublette County, Wyoming

Township 31 North, Range 114 West, 6th PM
Sec. 5: Lot 4, SW/4NW/4, NW/4SW/4, S/2S/2
Sec. 8: NE/4, S/2
Sec. 17: All
Sec. 20: All
containing 2,041.15 acres, more or less

The interest herein assigned is subject to its proportionate part of the royalty provisions of said lease as well as its proportionate part of any overriding royalties or other burdens to which Assignor's interest is presently subject.

To have and to hold the same unto said Assignees, their successors and assigns, in accordance with the terms and provisions of said oil and gas lease.

EXECUTED this 3rd day of January, 1975

CHANDLER & ASSOCIATES, INC.

Collis P. Chandler

Collis P. Chandler, Jr., President

Attest: Hubert L. White

Hubert L. White, Secretary

184893

ACKNOWLEDGMENT

State of Colorado)
) ss.
City and County of Denver)

RECORDED June 8 1981 8:00 A M
IN BOOK 61 Misc PAGE 609
FEES 4.25 Lou Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKinney

Be it remembered, that on this 3rd day of January, 1975, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Collis P. Chandler, Jr., President of Chandler & Associates, Inc., a Colorado corporation, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires: June 9, 1977

Linda M. Woodell
Notary Public

PARTIAL ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CHORNEY OIL COMPANY, 401 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80295, Assignor, for and in consideration of One Dollar ($1.00) the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, convey and set over unto PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street, San Francisco, California 94105, Assignee, an undivided Twelve and one-half percent (12-1/2%), operating rights interest in and to the oil and gas lease described below from the surface to the stratigraphic equivalent of 12,586 feet drilled by Pacific Transmission Supply Company in the Federal 13-4 well, API#49-035-20270, NW¼SW¼ of Section 4, Township 31 North, Range 114 West, Sublette County, Wyoming:

Oil and Gas Lease issued effective March 1, 1971, by and between the United States of America, Lessor, and Virginia S. Rutter, as Lessee, bearing Serial No. W-27526, insofar as said lease covers the following described lands situated in Sublette County, Wyoming

Township 31 North, Range 114 West, 6th P.M.
Section 5: Lot 4, SW¼NW¼, NW¼SW¼, S½S½
Section 8: NE¼, S½
Section 17: All
Section 20: All
Containing 2,041.15 acres, m/l

The interest herein assigned is subject to its proportionate part of the royalty provisions of said lease as well as its proportionate part of any overriding royalties or other burdens to which Assignor's interest is presently subject.

To have and to hold the same unto said Assignees, their successors and assigns, in accordance with the terms and provisions of said oil and gas lease.

EXECUTED this 4th day of December, 1979.

CHORNEY OIL COMPANY

Raymond Chorney - President

ATTEST: Dorothy A Bass
Asst. Sec.

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond Chorney, President, CHORNEY OIL COMPANY, this 4th day of December, 1979.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

July 15, 1982

Notary Public

184894

RECORDED June 8, 1981 8:00 A M
IN BOOK 61 Oil & G PAGE 610
FEE $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

Form 182

AFFIDAVIT OF IDENTITY

STATE OF Wyoming
COUNTY OF Sublette } ss.

Louise Vible of lawful age, being first duly sworn, deposes and says, that ~~he~~ she was well acquainted with Mildred L. Payne

and with Mildred Eklund, Mildred Ecklund Payne, Mildred L. Eklund

as mentioned in the chain of title to the following described land:

Township 34 North, Range 109 West, 6th P.M.
Section 30: NW¼NE¼, NE¼NW¼

of Section *****, Township *****, Range ***** County of Sublette and State of Wyoming, and affiant positively knows that said Mildred L. Payne

and Mildred Eklund, Mildred Ecklund Payne, Mildred L. Eklund are one and the same person, notwithstanding the discrepancy in the names.

Further affiant saith not.

X Louise Vible
Louise Vible

Subscribed and sworn to before me this 8th day of June, 1981.

My commission expires: 4/22/82

Donna E. Sievers
Notary Public

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
~~Residing at~~

184903

RECORDED June 8 1981 8:00 A M
IN BOOK 61 R&S PAGE 611
FEE $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

611

612

Lease No. 3-28-49-035-0073-00-N

RELEASE OF OIL AND GAS LEASE

STATE OF Wyoming

COUNTY OF Sublette

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned does hereby release, relinquish and surrender all of its right, title and interest, in and to a certain oil and gas lease, made and entered into by and between Walter W. Lozier and Nancy Cook Lozier, as lessor, and Robert E. Skinner, as lessee, dated the 3rd day of March, 1969, insofar as said lease covers the following described land to-wit:

N/2E/2, S/2NW/4, N/2SW/4

Section 8, Township 35N, Range 109W, and containing 320 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the County Clerk in and for said county in Book 42, Page 435.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 28th day of May, 1981.

Land
Legal

ATTEST:

S.R. Shoemaker

S.R. Shoemaker, Assistant Secretary

ANADARKO PRODUCTION COMPANY

By Glenn Rice

Glenn Rice, Senior Vice President

184953

RECORDED June 9, 1981 8:00 A M
IN BOOK 61 D & S PAGE 612
FEES $ 4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McClure

RETURN TO:
ANADARKO PRODUCTION COMPANY
POST OFFICE BOX 1330
HOUSTON, TEXAS 77001

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Glenn Rice, to me personally known, and known to me to be the same person who executed the foregoing instrument as Senior Vice President of Anadarko Production Company, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Senior Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 28th day of May, A.D., 1981.

My Commission Expires: [redacted]

[redacted] Dorothy McClure [redacted]

[redacted] [redacted] Serial No. [illegible]-61030

KNOW ALL MEN BY THESE PRESENTS:

That, STEWART CAPITAL CORPORATION, 485 Madison Avenue, New York, New York, 10022, hereinafter called "ASSIGNOR" for and in consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby SELL, TRANSFER, SET OVER and CONVEY unto Alexander S. Bowers, 485 Madison Avenue, New York, New York 10022 hereinafter called "ASSIGNEE", its successors and assigns an undivided SEVENTY-FOUR PERCENT (74%) of THIRTY-FIVE PERCENT (35%) interest in that certain Overriding Royalty reserved by "ASSIGNOR" in Assignment of Oil and Gas Leases dated December 20, 1979, to T.A. Chorney Exploration Company, Suite 732, Metrobank Bldg., Denver, CO, 80202 in which "ASSIGNOR" herein reserved an Overriding Royalty of 35% of 5%.

"ASSIGNOR" therein reserved to himself in the Assignment referred to above certain Re-Assignment rights. "ASSIGNOR" also agrees to Assign an undivided SEVENTY-FOUR PERCENT OF THIRTY-FIVE PERCENT interest in any Assignm or Re-Assignment to which he might become entitled under such provisions in the Assignment to T.A. Chorney Exploration Company,
detailed above.

Lands involved in this Assignment are situated in Sublette County, State of Wyoming. To-wit:

Township 28 North, Range 107 West, 6th PM.

Section 5: S½

184954

RECORDED June 9 19 81 8:00 A M
IN BOOK 61 Ox D PAGE 613
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Kleine

And contains 320.00 acres, more or less.

Dated this 31st day of March 1981

Assignor: Stewart Capital Corporation
Alexander S. Bowers, President

485 Madison Avenue
New York, New York 10022

MARY PICCOLINO
NOTARY PUBLIC, State of New York
No. 2401PI-4080712 Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1982

ACKNOWLEDGMENT (For use by Corporation)

State of New York }
County of New York } ss.

On this 31st day of March, A. D. 1981, before me personally appeared Alexander S. Bowers, to me personally known, who, being by me duly sworn, did say that he is the President of Stewart Capital 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 he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 31st day of March A. D. 1981

Notary Public

(SEAL)

613

6 14

Form 013

TATLOCK'S, INC.
majestic bldg. AM 6-1681
denver 2, colorado

RELEASE OF OIL AND GAS LEASE

WHEREAS, On the 27th day of February, 19 76, a certain oil and gas mining lease was made and entered into by and between Fay C. Barger and Anne E. Barger, husband and wife Lessor, and Ralph E. Fair, Incorporated Lessee, covering the following described land situated in the County of Sublette, and State of Wyoming (See attached Rider for land description), to-wit:

184969

RECORDED June 10 1981 8:00 A.M.
IN BOOK 61 Misc
FEE $9.00 Faie J Yake
COUNTY CLERK
WYOMING

of Section Township 31 & 32 Range 108W containing 3,053.72Net acres more or less.

Said lease being recorded in the office of the Register of Deeds in and for said County in Book 53, Page 124, and,

WHEREAS, Ralph E. Fair, Incorporated under the terms of said lease, ha the right to surrender said lease at any time from date thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Ralph E. Fair, Incorporated for and in consideration of the premises and the exercises of their said right under said lease, do es hereby release all their rights under said lease, and that they have removed their personal property from said premises, and do hereby surrender possession of the same unto said lessor their heirs, assigns-and legal representatives; the purpose being to release unto the said lessor all further rights under said lease, and surrender said premises and all rights therein to lessor, their heirs, assigns and legal representatives, in so far as said lease covers

of Section Township 31 & 32 Range 108W containing 3,053.72Net acres more or less.

IN WITNESS WHEREOF, We the undersigned lessees, or assignees of the lessees, affix our hands and seals this 27th day of May, 1981.

WITNESS:

Sheryl K. Cashen
Corporate Secretary

Ralph E. Fair, Inc. [SEAL]

By: Robert J. Weiss Jr. [SEAL]
Robert J. Weiss, Jr., President

[SEAL]

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (NEBRASKA)

On this _____ day of _____ A. D. 19____; before me a Notary Public duly commissioned and qualified for and residing in said County, personally came _____

_____

_____

_____ to me known to be the identical person___ whose name _____ affixed to the foregoing instrument as assignor____ and acknowledged the execution thereof to be _____ voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My Notarial Commission expires _____, 19____. _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____

_____

to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ _____
Notary Public

STATE OF Texas }
COUNTY OF Bexar } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 27th day of May, 19 81, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Robert J. Weiss, Jr. _____, _____ president of Ralph E. Fair, Inc. _____, a corporation of the State of Texas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires February 20, 1984 Jeanne R Allen
Notary Public

JEANNE R. ALLEN
Notary Public, State of Texas
My Commission Expires Feb. 20, 1984

No. _____

Release of Oil and Gas Lease

FROM _____

_____

TO _____

_____

_____

Date _____, _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

_____

_____

STATE OF _____ } ss:
County of _____ }

This instrument was filed for record on the _____ day of _____ 19____

at _____ o'clock ____ M., and duly recorded in Book _____ Page _____ of the records of this office.

_____
Register of Deeds.

By _____

When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____

_____

to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ _____
Notary Public

RIDER

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, 13, SE¼NW¼, SW¼NE¼
Section 6: Lots 8, 9, 10 and 11
Section 8: NW¼NW¼
Township 32 North, Range 108 West, 6th P.M.
Section 16: All, excepting 90.00 acres in the NE¼ as described in Deed Record 3, page 438, and excepting 12.26 acres in the NW¼NE¼, and NE¼NW¼ as described in Warranty Deed Record 3, page 479.
Section 17: Lot 4, W½NE¼, SE¼NE¼, SE¼
Section 20: E½E½
Section 21: NW¼, N½SW¼, SE¼SW¼
Section 28: E½W½, W½SW¼, NW¼NW¼
Section 29: Lots 4, 5, 6, 7, 8, E½E½, W½SE¼, SW¼NE¼
Section 32: N½, SE¼
Section 33: NW¼

AFFIDAVIT OF PRODUCTION AND
EXTENSION OF LEASES

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Gene W. Anderson, of lawful age, upon first being duly sworn, upon his oath deposes and states:

1. That he is employed as Vice President of Land by ENERGETICS, INC., 104 Inverness Terrace East, Englewood, Colorado, 80112, and that he has personal knowledge of the facts hereinafter set forth and is authorized to make this Affidavit.

2. That ENERGETICS, INC. owns an interest in and is the operator of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof covering the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 6: E½

Containing 320 acres, more or less

185023

RECORDED June 10 1981 1:00 P M
IN BOOK 61 D+E PAGE 617
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

3. That each and every one of said oil and gas leases is for a definite term of years therein provided and for as long thereafter as oil and gas or either of them is produced from the lands covered thereby or pooled therewith by lessees or their assigns.

4. That public notice is hereby given that in accordance with the terms and provisions of said oil and gas leases on the 17th day of August, 1980, a test well for oil or gas was commenced at a location in the approximate center of the SE¼ of Section 6, Township 27 North, Range 111 West, Sublette county, Wyoming; that such well has been drilled, completed and equipped and is capable of producing gas in commercial quantities; that said ENERGETICS, INC. is now in possession of the above-described lands

pursuant to the terms of said oil and gas leases and is entitled to continue in possession for so long as said well is capable of commercial production.

5. That this Affidavit is given for the purpose of serving notice to all concerned pursuant to the provisions of The Oil & Gas Conservation Commission of Wyoming, that the primary terms of said oil and gas leases have been extended and perpetuated by the well above-described, and that such oil and gas leases shall remain in effect and be valid and subsisting for so long as oil or gas is produced or operations are continued under the terms of such oil and gas leases.

DATED this 27th day of May, 1981, In Englewood, Colorado.

ATTEST:

ENERGETICS, INC.

Marguerite C. Scott, Ass't Secretary

By: Gene W. Anderson
Vice President of Land

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, Vice President-Land of Energetics, 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 ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th day of May, 1981.

(SEAL)

My commission expires: October 2, 1983

Notary Public

EXHIBIT "A"

Attached to and made a part of that
certain Affidavit of Production and
Extension of Leases dated May 27, 1981

Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING
10993	U.S.A. W-67808	Houston G. Williams	6-1-79	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 6: N½NE¼	
12319	U.S.A. W-51347	Ada Wood	8-1-75	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 6: S½NE¼, SE¼	

619

AFFIDAVIT OF PRODUCTION AND EXTENSION OF LEASES

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Gene W. Anderson, of lawful age, upon first being duly sworn, upon his oath deposes and states:

1. That he is employed as Vice President of Land by ENERGETICS, INC., 104 Inverness Terrace East, Englewood, Colorado, 80112, and that he has personal knowledge of the facts hereinafter set forth and is authorized to make this Affidavit.

2. That ENERGETICS, INC. owns an interest in and is the operator of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof covering the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 7: E½

Containing 320 acres, more or less

185024

RECORDED June 10 1981 1:00 P M
IN BOOK 61 O&G PAGE 620
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McClure

3. That each and every one of said oil and gas leases is for a definite term of years therein provided and for as long thereafter as oil and gas or either of them is produced from the lands covered thereby or pooled therewith by lessees or their assigns.

4. That public notice is hereby given that in accordance with the terms and provisions of said oil and gas leases on the 25th day of July, 1980, a test well for oil or gas was commenced at a location in the approximate center of the SE¼ of Section 7, Township 27 North, Range 111 West, Sublette county, Wyoming; that such well has been drilled, completed and equipped and is capable of producing gas in commercial quantities; that said ENERGETICS, INC. is now in possession of the above-described lands

pursuant to the terms of said oil and gas leases and is entitled to continue in possession for so long as said well is capable of commercial production.

5. That this Affidavit is given for the purpose of serving notice to all concerned pursuant to the provisions of The Oil & Gas Conversation Commission of Wyoming, that the primary terms of said oil and gas leases have been extended and perpetuated by the well above-described, and that such oil and gas leases shall remain in effect and be valid and subsisting for so long as oil or gas is produced or operations are continued under the terms of such oil and gas leases.

DATED this 27th day of May, 1981, In Englewood, Colorado.

ATTEST:

Marguerite C. Scott, Ass't Secretary

ENERGETICS, INC.

By: Gene W. Anderson
Vice President of Land

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, Vice President-Land of Energetics, 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 ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th day of May, 1981.

(SEAL)

My commission expires: April 2, 1983

Sandra J. McCleod
Notary Public

EXHIBIT "A"

Attached to and made a part of that
certain Affidavit of Production and
Extension of Leases dated May 27, 1981

Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING
10993	U.S.A. W-67808	Houston G. Williams	6-1-79	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 7: SE¼	
12319	U.S.A. W-51347	Ada Wood	8-1-75	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 7: NE¼	

622

AFFIDAVIT OF PRODUCTION AND EXTENSION OF LEASES

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Gene W. Anderson, of lawful age, upon first being duly sworn, upon his oath deposes and states:

1. That he is employed as Vice President of Land by ENERGETICS, INC., 104 Inverness Terrace East, Englewood, Colorado, 80112, and that he has personal knowledge of the facts hereinafter set forth and is authorized to make this Affidavit.

2. That ENERGETICS, INC. owns an interest in and is the operator of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof covering the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 8: W½

Containing 320 acres, more or less

185025

RECORDED June 10 1981 1:00 P M
IN BOOK 61 O & G PAGE 623
FEES $ 8.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

3. That each and every one of said oil and gas leases is for a definite term of years therein provided and for as long thereafter as oil and gas or either of them is produced from the lands covered thereby or pooled therewith by lessees or their assigns.

4. That public notice is hereby given that in accordance with the terms and provisions of said oil and gas leases on the 13th day of September, 1980, a test well for oil or gas was commenced at a location in the approximate center of the NW¼ of Section 8, Township 27 North, Range 111 West, Sublette county, Wyoming; that such well has been drilled, completed and equipped and is capable of producing gas in commercial quantities; that said ENERGETICS, INC. is now in possession of the above-described lands

pursuant to the terms of said oil and gas leases and is entitled to continue in possession for so long as said well is capable of commercial production.

5. That this Affidavit is given for the purpose of serving notice to all concerned pursuant to the provisions of The Oil & Gas Conservation Commission of Wyoming, that the primary terms of said oil and gas leases have been extended and perpetuated by the well above-described, and that such oil and gas leases shall remain in effect and be valid and subsisting for so long as oil or gas is produced or operations are continued under the terms of such oil and gas leases.

DATED this 27th day of May, 1981, In Englewood, Colorado.

ATTEST:

Margarite C. Scott

Margarite C. Scott, Ass't Secretary

ENERGETICS, INC.

By: Gene W. Anderson

Gene W. Anderson
Vice President of Land

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, Vice President of Land of Energetics, 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 ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th day of May, 1981.

(SEAL)

My commission expires:
April 2, 1983

Sandra J. Miller
Notary Public

EXHIBIT "A"

Attached to and made a part of that
certain Affidavit of Production and
Extension of Leases dated May 27, 1981

Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING
11109	U.S.A. W-68117	Ole N. Hanson	7-1-79	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 8: S½SW¼	Book 59, Page 7
12319	U.S.A. W-51347	Ada Wood	8-1-75	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 8: NW¼, N½SW¼	

Federal 10-17

AFFIDAVIT OF PRODUCTION AND EXTENSION OF LEASES

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Gene W. Anderson, of lawful age, upon first being duly sworn, upon his oath deposes and states:

1. That he is employed as Vice President of Land by ENERGETICS, INC., 104 Inverness Terrace East, Englewood, Colorado, 80112, and that he has personal knowledge of the facts hereinafter set forth and is authorized to make this Affidavit.

2. That ENERGETICS, INC. owns an interest in and is the operator of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof covering the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 17: W½

Containing 320 acres, more or less

185026

RECORDED June 10 19 81 1:00 P M
IN BOOK 61 O&G PAGE 626
FEES $ 8.00 Lori J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. That each and every one of said oil and gas leases is for a definite term of years therein provided and for as long thereafter as oil and gas or either of them is produced from the lands covered thereby or pooled therewith by lessees or their assigns.

4. That public notice is hereby given that in accordance with the terms and provisions of said oil and gas leases on the 16th day of August, 1980, a test well for oil or gas was commenced at a location in the approximate center of the NW¼ of Section 17, Township 27 North, Range 111 West, Sublette county, Wyoming; that such well has been drilled, completed and equipped and is capable of producing gas in commercial quantities; that said ENERGETICS, INC. is now in possession of the above-described lands

pursuant to the terms of said oil and gas leases and is entitled to continue in possession for so long as said well is capable of commercial production.

5. That this Affidavit is given for the purpose of serving notice to all concerned pursuant to the provisions of The Oil & Gas Conservation Commission of Wyoming, that the primary terms of said oil and gas leases have been extended and perpetuated by the well above-described, and that such oil and gas leases shall remain in effect and be valid and subsisting for so long as oil or gas is produced or operations are continued under the terms of such oil and gas leases.

DATED this 27th day of May, 1981,

In Englewood, Colorado.

ATTEST:

Marguerite C. Scott, Ass't Secretary

ENERGETICS, INC.

By: Gene W. Anderson
Vice President of Land

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, Vice President - Land of Energetics 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 ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th day of May, 1981.

(SEAL)

My commission expires: 4-2-83

Sandra J. Mitchell
Notary Public

EXHIBIT "A"

Attached to and made a part of that
certain Affidavit of Production and
Extension of Leases dated May 27, 1981

Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING
11109	U.S.A. W-68117	Ole N. Hanson	7-1-79	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 17: W½	

625

AFFIDAVIT OF PRODUCTION AND
EXTENSION OF LEASES

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Gene W. Anderson, of lawful age, upon first being duly sworn, upon his oath deposes and states:

1. That he is employed as Vice President of Land by ENERGETICS, INC., 104 Inverness Terrace East, Englewood, Colorado, 80112, and that he has personal knowledge of the facts hereinafter set forth and is authorized to make this Affidavit.

2. That ENERGETICS, INC. owns an interest in and is the operator of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof covering the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P. M.
Section 20: E½

Containing 320 acres, more or less

185027

RECORDED June 10 1981 1:00 P M
IN BOOK 61 O & G PAGE 629
FEE $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. That each and every one of said oil and gas leases is for a definite term of years therein provided and for as long thereafter as oil and gas or either of them is produced from the lands covered thereby or pooled therewith by lessees or their assigns.

4. That public notice is hereby given that in accordance with the terms and provisions of said oil and gas leases on the 23rd day of May, 1980, a test well for oil or gas was commenced at a location in the approximate center of the SE¼ of Section 20, Township 27 North, Range 111 West, Sublette county, Wyoming; that such well has been drilled, completed and equipped and is capable of producing gas in commercial quantities; that said ENERGETICS, INC. is now in possession of the above-described lands

pursuant to the terms of said oil and gas leases and is entitled to continue in possession for so long as said well is capable of commercial production.

5. That this Affidavit is given for the purpose of serving notice to all concerned pursuant to the provisions of The Oil & Gas Conservation Commission of Wyoming, that the primary terms of said oil and gas leases have been extended and perpetuated by the well above-described, and that such oil and gas leases shall remain in effect and be valid and subsisting for so long as oil or gas is produced or operations are continued under the terms of such oil and gas leases.

DATED this 27th day of May, 1981, In Englewood, Colorado.

ATTEST:

Marguerite C. Scott, Ass't Secretary

ENERGETICS, INC.

By: Gene W. Anderson
Vice President of Land

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, Vice President-Land of Energetics, 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 ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th day of May, 1981.

(SEAL)

My commission expires: April 23, 1983

Notary Public

EXHIBIT "A"

Attached to and made a part of that
certain Affidavit of Production and
Extension of Leases dated May 27, 1981

Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING
11109	U.S.A. W-68117	Ole N. Hanson	7-1-79	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 20: SE¼	Book 59, Page 7
	U.S.A. W-54137	Melvin Meester	4-1-76	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec 20: NE¼	

631

AFFIDAVIT OF PRODUCTION AND EXTENSION OF LEASES

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Gene W. Anderson, of lawful age, upon first being duly sworn, upon his oath deposes and states:

1. That he is employed as Vice President of Land by ENERGETICS, INC., 104 Inverness Terrace East, Englewood, Colorado, 80112, and that he has personal knowledge of the facts hereinafter set forth and is authorized to make this Affidavit.

2. That ENERGETICS, INC. owns an interest in and is the operator of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof covering the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 28: W½

Containing 320 acres, more or less

185028

RECORDED June 10 1981 1:00 P.M.
IN BOOK 61 Oil PAGE 632
FEE $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. That each and every one of said oil and gas leases is for a definite term of years therein provided and for as long thereafter as oil and gas or either of them is produced from the lands covered thereby or pooled therewith by lessees or their assigns.

4. That public notice is hereby given that in accordance with the terms and provisions of said oil and gas leases on the 29th day of June, 1980, a test well for oil or gas was commenced at a location in the approximate center of the NW¼ of Section 28, Township 27 North, Range 111 West, Sublette county, Wyoming; that such well has been drilled, completed and equipped and is capable of producing gas in commercial quantities; that said ENERGETICS, INC. is now in possession of the above-described lands

pursuant to the terms of said oil and gas leases and is entitled to continue in possession for so long as said well is capable of commercial production.

5. That this Affidavit is given for the purpose of serving notice to all concerned pursuant to the provisions of The Oil & Gas Conservation Commission of Wyoming, that the primary terms of said oil and gas leases have been extended and perpetuated by the well above-described, and that such oil and gas leases shall remain in effect and be valid and subsisting for so long as oil or gas is produced or operations are continued under the terms of such oil and gas leases.

DATED this 27th day of May, 1981, In Englewood, Colorado.

ATTEST:

Marguerite C. Scott, Ass't Secretary

ENERGETICS, INC.

By: Gene W. Anderson
Vice President of Land

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, Vice President - Land of Energetics, 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 ENERGETICS, INC., a corporation, and that ____ 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 27th day of May, 1981.

(SEAL)

My commission expires:
April 2, 1983

Notary Public

EXHIBIT "A"

Attached to and made a part of that
certain Affidavit of Production and
Extension of Leases dated May 27, 1981

Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING
12365	U.S.A. W-62117	R. Ken Williams	2-1-78	Insofar and only insofar as said lease covers the following described land: T27N, R111W Sec. 28: NW¼, N½SW¼, SE¼SW¼	
12366	U.S.A. W-68454	Edward H. Judson	9-1-79	T27N, R111W Sec. 28: SW¼SW¼	

634

Form 88-[redacted]
Kan., Okla. [redacted]

C Rev 1974 OIL AN[redacted]S LEASE

THIS AGREEMENT, Entered into this the 9th day of June, 1981

between Boroff Land and Livestock, Inc., a Wyoming corporation
Daniel, Wyoming 83115

80264 hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, CO hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF

Wherever the term one-eighth(1/8) appears, it shall by this reference be amended to read sixteen percent (16%).

and containing 235.26 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from ~~XXXXX~~ March 18, 1982 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 18th day of March, 19 83, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~Banxx~~ Pinedale, Pinedale, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Thirty-five & 26/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations ~~XXXXXXX~~ XXX crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written. *** CORPORATE SEAL ***

Witness:

Boroff Land and Livestock, Inc., a Wyoming corporation

By: Max F. Boroff
Max F. Boroff, President

Attest: Jon T. Boroff
Jon T. Boroff, Secretary

Tax I.D. #83-0209157

635

634

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared.....

and.....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of June, A. D. 1981, before me personally appeared Max F. Boroff, to me personally known, who, being by me duly sworn, did say that he is the President of Boroff Land and Livestock, Inc., a Wyoming 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 Max F. Boroff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of June, A. D. 19.....

FAYE HAMMONS Notary Public
County of Sublette — State of Wyoming
My Commission expires November 22, 1983

(SEAL)

My Commission .....

Faye Hammons
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

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated June 9, 1981, by and between Boroff Land and Livestock, Inc., a Wyoming corporation, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 34 NORTH, RANGE 111 WEST, 6th P.M.

Section 7: Lot 2 (37.48), Lot 3 (37.52),Lot 4 (37.58), less a tract of land located in the $SW\frac{1}{4}NW\frac{1}{4}$ (Lot 2) and the $NW\frac{1}{4}SW\frac{1}{4}$ (Lot 3), more particularly described as follows:
Begin at the West one-quarter corner of said Section 7; thence North along the section line 1319.44 feet to the one-sixteenth corner; thence S 89°46'52"E, 1021.98 feet; thence S 27°25'28"W, 490.40 feet; thence S 43°36'01"W, 464.72 feet; thence S 01°32'06"E, 204.45 feet; thence S 10°37'08"W 198.63 feet; thence S 15°08'30"E, 152.85 feet; thence S 09°52'17"E, 61.92 feet; thence S 04°00'16"W, 395.04 feet; thence S 10°54'09"W, 103.67 feet; thence S 28°37' 34"W, 106.33 feet; thence S 36°44'55"W. 109.36 feet; thence S 53°09'26"W, 199.28 feet; thence S 67°53'07"W, 186.49 feet; thence N 00°02'51"E, 930.97 feet to the point of beginning; containing 28.52 acres, more or less.

Section 18: Lot 1 (37.65), Lot 2 (37.75), Lot 3 (37.85), Lot 4 (37.95)

*"This lease is expressly made subject to any and all leases, easements, conditions and restrictions, if any, relating to the herein above described property, to the extent that the same may still be in force and effect, shown of record in the office of the County Clerk or Register of Deeds, Sublette County, Wyoming."

Signed for Identification

Boroff Land and Livestock, Inc.

X Max F. Boroff
Max F. Boroff, President

X Jon T. Boroff
Jon T. Boroff, Secretary

185030

RECORDED June 10 1981 4:30 P.M.
IN BOOK 61 Deeds PAGE 635
FEES $8.00 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated June 9, 1981, from Boroff Land and Livestock, Inc., a Wyoming corporation, Daniel, Wyoming 83115, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, Colorado 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Boroff Land and Livestock, Inc., a Wyoming corporation, Daniel, Wyoming 83115

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 APACHE 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	AMOUNT
Boroff Land and Livestock, Inc.	First National Bank of Pinedale Pinedale, Wyoming 82941	$58.82

185031

RECORDED June 10 1981 4:32 PM
IN BOOK 61 Ord 4 PAGE 638
FEES 8.00 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stiver

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 June 1981.

Boroff Land and Livestock, Inc.,
a Wyoming corporation

By: Max F. Boroff
Max F. Boroff, President

Attest: Jon T. Boroff
Jon T. Boroff, Secretary

Tax I.D. #83-0200157

STOCK
STATE OF WYOMING

Printed by [redacted] g, 511 16th St., Suite 222, (303) 893-1681 [redacted]

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of..... 19....., personally appeared.....

and.....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 9th day of June, A. D. 19 81, before me personally appeared Max F. Boroff, to me personally known, who, being by me duly sworn, did say that he is the President of Boroff Land and Livestock, Inc., a Wyoming 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 Max F. Boroff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal this 9th day of June, A. D. 19 81.

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1982

(SEAL)

My Commission expires.....

Faye Hammons
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

6 39

EXHIBIT "A" attached to and made a part of a Ratification and Rental Division Order, dated June 9, 1981, by and between Boroff Land and Livestock, Inc., a Wyoming corporation, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 34 NORTH, RANGE 111 WEST, 6th P.M.

Section 7: Lot 2 (37.48), Lot 3 (37.52),Lot 4 (37.58), less a tract of land located in the SW¼NW¼ (Lot 2) and the NW¼SW¼ (Lot 3), more particularly described as follows:
Begin at the West one-quarter corner of said Section 7; thence North along the section line 1319.44 feet to the one-sixteenth corner; thence S 89°46'52"E, 1021.98 feet; thence S 27°25'28"W, 490.40 feet; thence S 43°36'01"W, 464.72 feet; thence S 01°32'06"E, 204.45 feet; thence S 10°37'08"W 198.63 feet; thence S 15°08'30"E, 152.85 feet; thence S 09°52' 17"E, 61.92 feet; thence S 04°00'16"W, 395.04 feet; thence S 10°54'09"W, 103.67 feet; thence S 28°37' 34"W, 106.33 feet; thence S 36°44'55"W. 109.36 feet; thence S 53°09'26"W, 199.28 feet; thence S 67°53'07"W, 186.49 feet; thence N 00°02'51"E, 930.97 feet to the point of beginning; containing 28.52 acres, more or less.

Section 18: Lot 1 (37.65), Lot 2 (37.75), Lot 3 (37.85), Lot 4 (37.95)

Signed for Identification

Boroff Land and Livestock, Inc.

X Max F. Boroff
Max F. Boroff, President

X Jon T. Boroff
Jon T. Boroff, Secretary

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Fear Ranches, Incorporated, a Colorado Corporation, Big Piney, Wyoming 83113, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, Colorado 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fear Ranches, Incorporated, a Wyoming Corporation, Big Piney, Wyoming 83113

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 APACHE 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	AMOUNT
Fear Ranches, Incorporated, a Colorado Corporation	First National Bank of Kemmerer Kemmerer, Wyoming 83113	$3126.97

185032

RECORDED June 10 1981 4:30 P.M.
IN BOOK 61 O & G PAGE 641
FEES $0.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

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 10th day of June, 1981.

FEAR RANCHES INCORPORATED STATE OF COLORADO

Fear Ranches, Incorporated, a Wyoming Corporation

By: Kenneth Fear
Kenneth Fear

(SEAL)

Attest: C A Fear Jr
C. A. Fear, Jr., Secretary
Tax I.D. #83-0187980

(SEAL)

641

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

642

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared.....

and.....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 10th day of June, A. D. 1981, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Wyoming 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 Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 27, 1984

Witness my hand and seal this 10th day of June, A. D. 1981

Jo Ann Mahoney
Notary Public.

My Commission expires 27 September 1984

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

EXHIBIT "A" attached to a [redacted] a part of a Ratification [redacted] Division Order, dated Apr[illegible] 1981, by and between Fear Ranches Incorporated, a Colorado Corporation, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P.M.
Section 5: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$
Section 6: Lots 1, 2, 3, 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

TOWNSHIP 36 NORTH, RANGE 111 WEST, 6TH P.M.
Section 31: Lot 4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6TH P.M.
Section 2: Lots 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$
Section 12: $W\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P.M.
Section 17: $SW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$
Section 19: $NE\frac{1}{4}NE\frac{1}{4}$
Section 20: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6TH P.M.
Section 1: $W\frac{1}{2}SW\frac{1}{4}$
Section 11: $SE\frac{1}{4}SE\frac{1}{4}$

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P.M.
Section 7: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 18: Lots 1, 2, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6TH P.M.
Section 13: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6TH P.M.
Section 12: $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Section 14: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

Signed for Identification:

Fear Ranches, Incorporated,
a Wyoming corporation

x Kenneth Fear
Kenneth Fear, President

x C A Fear Jr
C. A. Fear, Jr., Secretary

644

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Fear Ranches, Incorporated, a Colorado Corporation Big Piney, Wyoming 83113, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, Colorado 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 111 West, 6th P.M.
Section 5: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$
Section 6: Lots 1, 2, 3, 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

Township 36 North, Range 111 West, 6th P.M.
Section 31: Lot 4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

185033

RECORDED June 10 1981 4:20 P
IN BOOK 61 Deed PAGE 644
FEE $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Donna M.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fear Ranches, Incorporated, a Colorado Corporation Big Piney, Wyoming 83113

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 APACHE 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	AMOUNT
Arthur A. Pape	Citizens State Bank Hamilton, Montana 59840	$53.00
Wes Pape	Unita County State Bank Mountain View, Wyoming 82939	$53.00
Kathryn Pape Pearson	First National Bank of Pinedale Pinedale, Wyoming 82941	$53.00
Maymie Pearson Antilla	First Wyoming Bank of N.A. Kemmerer Kemmerer, Wyoming 83101	$53.00
Venita Hawkins Jamison	First Savings and Loan Modesto, California 95350	$53.00
Ben Pearson	Rock Springs National Bank Rock Springs, Wyoming 82901	$18.00
Kenneth Pearson	State Bank of Piney Big Piney, Wyoming 83113	$18.00
Paul Pearson	State Bank of Big Piney Big Piney, Wyoming 83113	$18.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 10th day of June, 1981.

FEAR RANCHES, INCORPORATED — STATE OF COLORADO

Fear Ranches, Incorporated, a Colorado Corporation (SEAL)

By: Kenneth Fear
Kenneth Fear, President

(SEAL)

(SEAL)

Attest: Arthur B. Fear Jr
Arthur B. Fear, Jr., Secretary

(SEAL)

[redacted] D. # 83-0187980 [redacted] (SEAL)

Printed by [redacted], 511 16th St., Suite 222, (303) 893-1681

[redacted]

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of ....., 19....., personally appeared.....

and .....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... Notary Public.

State of Wyoming
County of Sublette
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 10th day of June, A. D. 1981, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE [SEAL] STATE OF WYOMING
My Commission Expires Sept. 27, 1984

Witness my hand and seal this 10th day of June, A. D. 1981

JoAnn Mahoney
Notary Public.

My Commission expires 27 September 1984

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 .....

645

646

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Fear Ranches, Incorporated, a Colorado Corporation, Big Piney, Wyoming 83113, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, Colorado 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

185034

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P.M.
Section 17: $SW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$
Section 19: $NE\frac{1}{4}NE\frac{1}{4}$
Section 20: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6TH P.M.
Section 1: $W\frac{1}{2}SW\frac{1}{4}$
Section 11: $SE\frac{1}{4}SE\frac{1}{4}$

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fear Ranches, Incorporated, a Colorado Corporation, Big Piney, Wyoming 83113, 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 APACHE 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	AMOUNT
Fear Ranches, Incorporated	First National Bank of Kemmerer Kemmerer, Wyoming 83113	$584.25

185034
RECORDED June 10 1981 4:30 P M
IN BOOK 61 O & G PAGE 446
FEES $6.00 Carol Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

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 10th day of June, 19 81.

Fear Ranches, Incorporated, a Colorado Corporation (SEAL)

(SEAL)

By: Kenneth Fear (SEAL)
Kenneth Fear, President

Attest: C. A. Fear Jr. (SEAL)
C. A. Fear, Jr., Secretary

(SEAL)

Tax I.D. #83-0187980 [redacted] (SEAL)

FEAR RANCHES INCORPORATED CORPORATE STATE OF COLORADO

Printed by [redacted]ng, 511 16th St., Suite 222, (303) 893-1681

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... 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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared.....

and.....

....., to me known to be the identical person..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public.

State of Wyoming }
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 10th day of June, A. D. 1981, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 10th day of June, A. D. 1981

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
(SEAL)
My Commission Expires Sept. 27, 1984

JoAnn Mahoney
Notary Public.

My Commission expires 27 September 1984

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

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Melvin L. McLoughlin and Betty Lou McLoughlin, his wife Daniel, Wyoming 83115, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" HERETO AND MADE A PART HEREOF

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fear Ranches, Incorporated, a Colorado Corporation Big Piney, Wyoming 83113

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 APACHE 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	AMOUNT
Fear Ranches, Incorporated	First National Bank Kemmerer, Wyoming 83101	$400.44

185035

RECORDED June 10 1981 4:30 P.M.
IN BOOK 61 O & G PAGE 648
FEES $8.00 Laura J. Yahn 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 10th day of June, 1981.

Fear Ranches, Incorporated, a Colorado Corporation (SEAL)

By: Kenneth Fear
Kenneth Fear, President

(SEAL)

Attest: Kenneth Fear Jr.
Kenneth Fear, Jr., Secretary

(SEAL)

(SEAL)

(SEAL)

FEAR RANCHES INCORPORATED STATE OF COLORADO CORPORATE

Printed by [redacted] ng, 511 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared.....

and.....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 10th day of June A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
(SEAL)
My Commission Expires Sept. 27, 1984

Witness my hand and seal this 10th day of June, A. D. 19 81

Jo Ann Mahoney
Notary Public.

My Commission expires 27 September 1980

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 .....

.....

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF a Ratification and Rental Division Order, dated April 6, 1981, by and between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.

Section 28: SW¼ less and except the east 30 feet of the E½SW¼

Section 29: E½SW¼, SE¼, less and except that tract of land located in the NE¼SW¼ and the NW¼SE¼ of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S½ of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 14 seconds East, a distance of 1290.02 feet to the point of beginning.

Section 32: NE¼, NW¼SE¼

Section 33: W½NW¼, E½W½, less and except the east 30 feet of the E½W½

FEAR RANCHES INCORPORATED STATE OF COLORADO CORPORATE

Signed for Identification:

Fear Ranches, Incorporated

X _____
th Fear, President

X _____
C. A. Fear, Jr., Secretary

WP-28

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 6, 1981, from Melvin L. McLoughlin and Betty Lou McLoughlin, his wife Daniel, Wyoming 83115, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" HERETO AND MADE A PART HEREOF

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

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 APACHE 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	AMOUNT
Melvin L. McLoughlin and Betty Lou McLoughlin	First National Bank of Pinedale Pinedale, Wyoming 82941	$400.44

185036

RECORDED June 10 1981 at 4:30 P.M.
IN BOOK 61 O & G PAGE 651
FEE $8.00 Lorel Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Klein

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 10th day of June, 1981.

Fear Ranches, Incorporated, a Colorado Corporation (SEAL)
By: Kenneth Fear, President
Attest: L. O. Fear, Jr., Secretary

FEAR RANCHES INCORPORATED STATE OF COLORADO CORPORATE SEAL

Tax I.D. #83-0187980

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

652

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared.....

and.....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that.....duly executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 10th day of June, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
(SEAL)
My Commission Expires Sept. 27, 1984

Witness my hand and seal this 10th day of June, A. D. 1981

Jo Ann Mahoney
Notary Public.

My Commission expires 27 September 1984

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] A" ATTACHED HERETO AND M[redacted]ART HEREOF A RATIFICATION [redacted]
[redacted]on Order, dated April 6, 19[redacted] and between Melvin L. McLo[redacted] and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.

Section 28: SW¼ less and except the east 30 feet of the E½SW¼

Section 29: E½SW¼, SE¼, less and except that tract of land located in the NE¼SW¼ and the NW¼SE¼ of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S½ of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning.

Section 32: NE¼, NW¼SE¼

Section 33: W½NW¼, E½W½, less and except the east 30 feet of the E½W½

Signed for Identification:

Fear Ranches, Incorporated

Kenneth Fear
Kenneth Fear, President

X C A Fear Jr
C. A. Fear, Jr., Secretary

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

WHEREAS, a certain Oil and Gas Lease (the "Lease"), bearing Serial Number W-63494, has been granted by the UNITED STATES OF AMERICA, as Lessor, to MAURICE OIL, INC., as Lessee, covering the following described land (the "Subject Lands") located in Sublette County, Wyoming:

Twp. 30 North, Rge. 114 West, 6th P.M.
Section 14: NW/4 NE/4, NE/4 NW/4, E/2 SE/4
containing 160 acres, more or less.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, MAURICE OIL, INC. ("Assignor") does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY to DON JOHNSON (hereinafter called "Assignee"), Assignee's heirs, devisees, personal representatives, successors and assigns, the following overriding royalties in the oil, gas and other hydrocarbons produced from the Subject Lands under and pursuant to the Lease:

(a) On oil, an overriding royalty equal to 1/2 of 1% % of all oil which may be produced, saved and sold from Subject Lands under and pursuant to the Lease, delivery of such oil to be made free of cost (except taxes, as hereinafter mentioned) into storage tanks provided by Assignee, or to Assignee's credit into the pipeline to which the wells on Subject Lands may be connected; and

(b) On gas (including casinghead gas and other gaseous or vaporous substances) produced from Subject Lands under and pursuant to the Lease and sold by Assignor, an overriding royalty equal to 1/2 of 1% % of the amount realized by Assignee from such sale, computed at the mouth of the well; and

(c) On gas (including casinghead gas and other gaseous or vaporous substances) produced from Subject Lands under and pursuant to the Lease and utilized by Assignor in the manufacture of gasoline or other products therefrom, an overriding royalty of 1/2 of 1% % of the amount realized by Assignor from the sale of such gasoline or other products extracted therefrom, computed at the mouth of the well, and 1/2 of 1% % of the amount realized by Assignor from the sale of residue gas, computed at the mouth of the well.

185044

RECORDED June 12 1981 8:00A M
IN BOOK 61 Deed PAGE 654
FEES $8.00 Paid Yoder COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Fuel oil and gas for operating Subject Lands, and for treating and handling products therefrom (and the proportionate part of fuel oil and gas consumed in a central plant, should Subject Lands, or any part thereof, be operated jointly with other premises through the use of such plant) shall be deducted before such overriding royalties on oil, gas and other hydrocarbons are computed.

The overriding royalties herein conveyed to Assignee shall bear a pro rata part of all production, severance and similar taxes levied and assessed on the oil, gas and other hydrocarbons produced from Subject Lands or measured thereby or by the value thereof.

If the Lease covers less than the entire oil, gas and other hydrocarbon estate under any part of the Subject Lands, then the overriding royalties herein conveyed on the production therefrom will, as to such part of the Subject Lands, be payable to Assignee only in the proportion that the oil, gas and other hydrocarbon estate covered by the Lease bears to the entire oil, gas and other hydrocarbon estate in such part of the Subject Lands.

Operations, if any, on the Subject Lands, and the extent and duration thereof, as well as the preservation of the leasehold estate created under the Lease by the payment of delay rentals, shut-in royalties or otherwise, shall be solely at the will of Assignor, its successors and assigns.

This Assignment of Overriding Royalty Interest is made without warranty, express or implied.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall constitute covenants running with the respective estates of the parties in the leasehold interest above described.

JCT

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IN WITNESS WHEREOF, this instrument is executed the 17th day of March, 1981.

WITNESSES:

Dorothy B. White

Marcia Leach

MAURICE OIL INC.

By: Charles A. Church
Charles A. Church
Power-of-Attorney

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared CHARLES A. CHURCH, as Power-of-Attorney, for MAURICE OIL INC. 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 MAURICE OIL INC., 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 March, 1981.

Joanne Kopczynski
Notary Public in and for
The State of Texas

My Commission Expires:

JOANNE KOPCZYNSKI
Notary Public, State of Texas
My Commission Expires April 30, 1985

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 3rd day of June, 1981.

ATTEST:

SEAL

Assistant Secretary

ENERGETICS, INC.

BY: Gene W. Anderson

Gene W. Anderson, Vice President-Land

185053

RECORDED June 15 1981 8:00 A M
IN BOOK 61 O&G PAGE 657
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

657

6 5 -P

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson 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 ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1981.

My Commission Expires:

My Commission Expires Aug. 7, 1984

Notary Public

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 3rd day of June, 1981. 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
12320	W-35398	Helen M. Donaldson	7-1-72	T-27-N R-111-W Sec. 8: SW/4SE/4 Sec. 17: NE/4 Limited in depth from surface to a depth of the second Bench of the second Frontier, or a total depth of 11,391' as reached in the #10-5 Federal Well drilled in the NW Sec. 5-27N-111W		

459

660

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

J. F. DOUGHERTY, of lawful age, being first duly sworn, upon his oath deposes and says:

That in 1976 Oil and Gas Futures, Inc. of Texas, Terra Resources, Inc., W. G. Peavy, Pinedale Corporation, Rainbow Resources, Inc., and Petroleum Resources Company were the owners jointly of those certain oil and gas mining leases in Sublette County, Wyoming, listed in EXHIBIT "A" attached hereto and made a part hereof.

That he, J. F. Dougherty, as an officer of Oil and Gas Futures, Inc. of Texas, was charged with the responsibility of handling for all the parties the payment of rentals required under the terms of said leases;

That said leases were surrendered by non-payment of the rentals required to be paid in April, 1976 under the terms of the various leases;

That since the date of said leases and prior to their surrender in April, 1976 there had been no development or production had on said leases by the above owners.

Further Affiant sayeth not.

J F Dougherty

SUBSCRIBED AND SWORN TO BEFORE ME, this 15th day of May, 1981.

Gwen Hughen

GWEN HUGHEN
Notary Public State of Texas
My Commission Expires October 31, 1984
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

Notary Public for the State of Texas
Residing at Houston, Texas

185139

RECORDED June 4 1981 8:45 A.M.
IN BOOK 5 PAGE 660
FEES $ 5.00
SUBLETTE COUNTY CLERK COUNTY CLERK

EXHIBIT "A" - LIST OF LEASES

STATE OF WYOMING, COUNTY OF SUBLETTE

Attached to and made a part of Affidavit dated May 15, 1981
by J. F. Dougherty

Lease No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Recorded Book	Recorded Page
WF-899	Edward F. Steele et ux	Erving Wolf	4/6/77	T. 34 N., R. 109 W., 6th P.M. Sec. 31: NE/4 SW/4, SE/4 Sec. 32: SW/4 T. 33 N., R. 109 W., 6th P.M. Sec. 6: Lot 2	399.84	41	309
WF-900	Roy O. Steele, et al	Erving Wolf	4/5/77	T. 33 N., R. 110 W., 6th P.M. Sec. 3: SE/4 SW/4 T. 34 N., R. 110 W., 6th P.M. Sec. 25: NE/4 NE/4, S/2 N/2, N/2 S/2, S/2 SW/4, SW/4 SE/4 T. 34 N., R. 109 W., 6th P.M. Sec. 30: Lots 2, 3, SE/4 NW/4, SW/4 NE/4	667.64	41	323
WF-905	Ralph Allen Steele et ux	Erving Wolf	4/6/77	T. 34 N., R. 110 W., 6th P.M. Sec. 25: SE/4 SE/4 T. 34 N., R. 109 W., 6th P.M. Sec. 30: Lot 4, E/2 SW/4, NW/4 SE/4 Sec. 31: Lots 1, 2, E/2 NW/4, and that part of the SW/4 SE/4 of Section 30 and that part of the NE/4 of Section 31, all in Township 34 North, Range 107 West, 6th P.M. more particularly described as follows: Beginning at the quarter corner common to Sections 30 and 31, Thence, South 2640 feet to the center quarter corner of Section 31, thence, East 2640 feet to the quarter corner common to Sections 31 and 32, thence, North 1061 feet, thence North 38 degrees 16' West 340 feet; thence North 20 degrees 15' West 447 feet; thence North 72 degrees 42' West 501 feet;	421.40	41	331

679

EXHIBIT "A" - LIST OF LEASES

Lease No.	Lessor	Lessee	Expiration Date	Description	Net Acres	Recorded Book	Recorded Page
				thence South 73 degrees 55' West 297 feet; thence North 23 degrees 35' West 506 feet; thence North 44 degrees 03' West 297 feet; thence North 12 degrees 00' West 708 feet; thence North 22 degrees 04' West 852 feet; thence South 89 degrees 44' West 634 feet; thence South 1333 feet; to the point of beginning, containing 158.03 acres, more or less.			
WF-892	Richard D. Wilson, et al	Erving Wolf	4/10/77	T. 34 N., R. 109 W., 6th P.M. Sec. 32: NW/4 NE/2, NE/4 NW/4, S/2 NW/4	160.00	41	329
WF-893	Charles F. Alexander et ux	Erving Wolf	4/10/77	T. 34 N., R111 W., 6th P.M. Sec. 27: SW/4 Sec. 34: NW/4	320.00	41	338

[redacted] Serial [redacted] W-61030

KNOW ALL MEN BY THESE PRESENTS:

That, STEWART CAPITAL CORPORATION, 485 Madison Avenue, New York, New York, 10022, hereinafter called "ASSIGNOR" for and in the consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby SELL, TRANSFER, SET OVER and CONVEY unto Daniel P. Haerther 1005 East Illinois Avenue, Lake Forest, Illinois, 60045, hereinafter called "ASSIGNEE", its successors an undivided TWENTY-SIX PERCENT (26%) of THIRTY-FIVE PERCENT (35%) interest in that certain Overriding Royalt reserved by "ASSIGNOR" in Assignment of Oil and Gas Leases dated December 20, 19
to T.A. Chorney Exploration Company
Suite 732, Metrobank Building, Denver, Colorado, 80202,
in which "ASSIGNOR" herein reserved an Overriding Royalty of 35% of 5 %.

"ASSIGNOR" therein also reserved to himself in the Assignment referred to above certain Re-Assignment rights. "ASSIGNOR" also agrees to Assign an undivided TWENTY-SIX PERCENT OF THIRTY-FIVE PERCENT interest in any Assignment of Re-Assignment to which he might become entitled under such provisions in the Assignment to T.A. Chorney Exploration Company, detailed above.

Lands involved in this Assignment are situated in Sublette County, State of Wyoming To Wit:

Township 28 North, Range 107 West, 6th P

Section 5: S½

185145

RECORDED June 22 1981 8:00 AM
IN BOOK 61 0+9 PAGE 663
FEES 4.00 Lois J. Gabe COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Carney

And contains 320.00 acres, more or less.

Dated this 31st day of March, 1981

485 Madison Avenue
New York, New York 10022

Assignor: Stewart Capital Corporation
Alexander S. Bowers, President

MARY PICCOLINO
NOTARY PUBLIC, State of New York
No. 24[illegible]12 Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1982

State of New York }
County of New York } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 31st day of March, A. D. 19 81, before me personally appeared Alexander S. Bowers, to me personally known, who, being by me duly sworn, did say that he is the President of Stewart Capital 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 he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 31st day of March, A. D. 19 81.

Mary Piccolino
Notary Public

(SEAL)

663

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Form Approved by Board [illegible] 1976

6-4908115

File 4908115

This space for office use only

80- 0212

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. R. HAL JOHNSON JR.
(Name of Applicant)
1407 Larimer Street
(Number and Street)
Denver, CO 80202
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested

SUBLETTE (County) | COMMON SCHOOL (Fund)

T. 35 N., R. 112 W., 6th P.M.

Enter here the Parcel Number applied for if on Simultaneous Filing List. 134

Sec. 16 W½

185155

Total Area 320.00 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(County) (Fund)

T. ..... N., R. ..... W., 6th P.M.

This lease embraces the area and the land described in item 2.

RECORDED June 22 2081, 3:[illegible]
IN BOOK 61 of Misc Pg 664
FEES $8.00 Louis J Gabe COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at $1.00 per acre or fraction thereof) $ 320.00

Total $ 335.00

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 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 17th day of March, 1980

Lessee: R. Hal Johnson

R. HAL JOHNSON JR. (Lessee Signature)

(Lessee Signature)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the above offer, and on the reverse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed

Signed on .....

EFFECTIVE DATE OF LEASE April 2, 1980

Examined: .....

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By Ora E Sivan

Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

[redacted] [redacted] [redacted]

[redacted]

[redacted]

[redacted]

17(39

RETURN TO
CITIES SERVICE COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

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, pipelines, 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 hereof, 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 open 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 months of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees, to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by 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, alteration or replacement of equipment and improvements in the ordinary course of operations. 465

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The leased lands will not be committed to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3 (e), below.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(e) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept, a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e. purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631 B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant

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 18th day of April, A. D. 1980.

OSCAR E. SWAN
COMMISSIONER OF PUBLIC LANDS

[redacted] ASSIGNMENT 6-49[redacted]15

File 49915

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~X~~ we, Edward A. Meany and R. Hal Johnson, Jr., assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 80-0212, and covering land situate in Sublette County, Counties, described as follows:

Township 35 North, Range 112 West, 6th P.M.
Section 16: W½

and containing 320.00 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:

Township 35 North, Range 112 West, 6th P.M.
Section 16: W½

RECORDED June 22 1981 8:33 A.M.
IN BOOK 61 OF LEASES PAGE 667
FEE $ 4.25 Jean M. Baker COUNTY CLERK
SUBLETTE COUNTY CLERK
By Kay Cooney

and containing 320.00 acres, more or less, reserving, however, unto assignor six and one-quarter percent of eight eighths (6¼% of 8/8ths) overriding royalty interest.

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 17th day of October, 1980

WITNESS:

R. HAL JOHNSON, JR.

EDWARD A. MEANY Assignor-Lessee

By _____ President

Attest:

_____ Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO }
County of DENVER } ss.

On this 17th day of October, A. D. 1980, before me personally appeared Edward A. Meany and R. Hal Johnson, 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 17th day of October, A. D. 1980.

(SEAL)

Notary Public

My Commission expires: May 11, 1983

ACKNOWLEDGEMENT (For use by Corporation)

"Assignor agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and to the royalty payable to the State of Wyoming, aggregates in excess of 17½%, shall be suspended when the average production of oil per well per day, averaged on a monthly basis, is 15 barrels or less."

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: May 7, 1981 without binding the State for the payment of any overriding royalty, and further, that approval shall not operate

Assignment recorded in the Office of the Commissioner of Public Lands: May 1, 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 for the office record.) *any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment

Form Approved: 3-2-50
5,000 April 1959 et

185156

667

Form Approved by
Board April 6, 1972

668

6 - 4908069

File 4908069

This space for office use only

76 - 0262

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. THOMAS HALAGAN
(Name of Applicant)
1564 Brande Avenue
(Number and Street)
Anaheim, California 92802
(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
SUBLETTE (County) / COMMON SCHOOL (Fund)	(Not to be filled in by Offeror) (County) (Fund)
T. 31 N., R. 108 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 185	This lease embraces the area and the land described in Item 2
Sec. 16 NE¼:N½NW¼:E½SE¼	185157
Total Area 320.00 Acres	Total Area ..... Acres

RECORDED June 22 19 76
IN BOOK 121 Misc. p 668 PAGE
FEES $8.00 Lucy Clarke COUNTY
SUBLETTE COUNTY CLERK
by Peg Canning

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 15th day of March, 1976

Lessee: Thomas Halagan
THOMAS HALAGAN (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 APR 10 1976

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

EFFECTIVE DATE OF LEASE April 2, 1976

By A. E. Kuy
Commissioner of Public Lands—Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

Examined: [illegible]

LEASE

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 sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE - PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

RETURN TO
CITIES SERVICE COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

669

12/69

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands and Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne, Wyoming on this 10th day of April, A. D. 19 76.

A. E. KING
Commissioner of Public Lands

SLO-25

ASSI[redacted]ENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Thomas Halagan
P. O. Box 4431 Fresno, CA 93144, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0262,
and covering land situate in SUBLETTE County, Counties, described as follows:

Township 31 North, Range 108 West
Section 16: NE¼, N½NW¼, E½SE¼

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
Judy S. Holcomb P. O. Box 177

of Englewood, CO 80151, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

SUBLETTE COUNTY, WYOMING
Township 31 North, Range 108 West
Section 16: NE¼, N½NW¼, E½SE¼

185158

RECORDED Jun 22 1981 3:55 P.M
IN BOOK 41 SPLS PAGE 671
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Laney

and containing 320.00 acres, more or less, reserving, however, unto assignor 5% and previously
reserved is none

TO HAVE AND TO HOLD unto the said Judy S. Holcomb, her successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 31st day of March, 1980.

WITNESS:

Thomas Halagan
Assignor-Lessee

By
President

Attest:
Secretary

* Should, Judy S. Holcomb, decide to relinquish the above described lease she will notify Mr. Thomas Halagan or the executor of his estate 45 days prior to rental being due so the lease will not lapse or expire.

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of California
County of Fresno } ss.

On this 31st day of March, A. D. 1980, before me personally appeared THOMAS HALAGAN 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 31st day of March, A. D. 1980.

(SEAL)

Notary Public

My Commission expires: 9/30/83

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: July 3, 1980 without binding the State for the payme of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Oct. 7, 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

10M—4-77

672

ASSIGNMENT

6— 4908069

STATE OF WYOMING OIL AND GAS LEASE File 4908069

KNOW ALL MEN BY THESE PRESENTS: That I, we, Judy S. Holcomb A single person

P. O.Box 177 Englewood, CO 80151, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0262,

and covering land situate in Sublette County, Counties, described as follows:

Township 31 North, Range 108 West
Section 16: NE¼, N½NW¼, E½SE¼

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

Cities Service Company P. O. Box 300

of Tulsa, OK 74102, assignee, all rights, title and interest of assignor in and to said lease

insofar as it covers the following described land:

SUBLETTE COUNTY, WYOMING
Township 31 North, Range 108 W
Section 16: NE¼, N½NW¼, E½SE¼

185159

RECORDED June 22 1981 3:30 P.M.
IN BOOK 61 of Misc. PAGE 672
FEES 6.00 Lee Hake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Canning

and containing 320.00 acres, more or less, reserving, however, unto assignor None
and previously reserved is 5%-8/8ths Five percent of eight-eighths

TO HAVE AND TO HOLD unto the said Cities Service Company, their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 7th day of April, 1980.

WITNESS:

Judy S. Holcomb Assignor-Lessee

By

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado
County of Arapahoe } ss.

On this 7th day of April, A. D. 19 80, before me personally appeared Judy S. Holcomb to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 7th day of April, A. D. 19 80.

(SEAL)

Karen A Schlueter
Notary Public

My Commission expires: My Commission expires March 4, 1984

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19.

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: May 7, 1981 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: May 1, 1981

(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

[redacted] [redacted] [redacted]

10M—4-77

If at any time Assignee intends to release this lease, it agrees to notify Assignor by letter of its intention so that Assignor may request that the lease be assigned to him. If such a request is received by Assignee within forty-five (45) days after the date of such letter, Assignee will assign the lease to Assignor, but Assignee shall not be liable to Assignor if for any reason Assignee fails to notify or to assign the lease to Assignor. If Assignee assigns the lease or leases covered hereby in whole or in part, it shall to the extent of such assignment be relieved and discharged of all obligations thereafter accruing hereunder.

Signed for identification

Judy Stallcup

This 7th day of April, 19 80.

RETURN TO
CITIES SERVICE COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

673

17439

Form Approved by
Board April 6, 1972

674

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

76- 0734

6- 4908075

File 4908075

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. LON V. SMITH
(Name of Applicant)
9713 9470-Santa Monica Blvd. -#316- 205
(Number and Street)
Beverly Hills, CA 90210
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested		3. Land included in lease (Not to be filled in by Offeror)	
SUBLETTE (County)	COMMON SCHOOL (Fund)	(County)	(Fund)
T. 27 N., R. 106 W., 6th P.M.		T. ..... N., R. ..... W., 6th P.M.	
Enter here the Parcel Number applied for if on Simultaneous Filing List.	601	This lease embraces the area and the land described in item 2.	
Sec. 7 Res.Lot 6 (Orig. Lot 3) Sec. 18 SW¼NE¼ 185160			
Total Area 80.55 Acres		Total Area ..... Acres	

RECORDED June 22 19[illegible]
IN BOOK 66 of T 674 F
FEES 8.00 Lois J. Clark COU
SUBLETTE COUNTY CLE
by Peg Canning

4. Amount remitted: Filing Fee $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof)	$	40.50
	Total $	55.50

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 21 years of age. Each corporation that is to acquire an interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming.

The name and address of each such interested individual, including the partners or associates if an interest is to be acquired by a partnership or association, are as follows:

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:

(b) No employee of the State Land Office is to acquire an interest in said lease by virtue of this offer. If applicant is an individual, it is further certified that he is not an officer in any corporation, a member of any partnership or association, or a majority stockholder in a corporation, which has or will file an application on the lands herein sought to be leased.

(c) None of the land described in item 2 above is described in or covered by any other pending offer filed by this applicant or in which this applicant has any right, claim, interest, or title.

6. Offeror agrees:

(a) That Offeror's signature to this offer shall constitute Offeror's signature to and acceptance of this lease insofar as said lease covers any land described in item 2 above open to lease application at the time this offer is filed, and shown in item 3 as included in this lease.

(b) An acceptable application may be withdrawn at any time prior to issuance of lease but if withdrawn the rentals, and fees transmitted with said application will thereupon be forfeited to the State as penalty for failure to fulfill the obligations.

(c) If the lease terms on the reverse of this offer do not express all of the terms and conditions of the lease form in effect on the date this offer is filed, the lessor shall amend the lease terms set out in this Offer to Lease and Lease by substituting therefor, and attaching to this Offer to Lease and Lease, the lease terms and conditions in effect on the date this offer is filed, and Offeror agrees to be bound by said substituted lease terms and conditions.

7. It is hereby certified that the statements made herein are complete and correct to the best of Offeror's knowledge and belief and are made in good faith. Any willful misrepresentation or concealment by Offeror of a material fact in this offer shall render this lease subject to cancellation.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 18th day of October, 1976.

Lessee:
LON V. SMITH (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 12 1976

EFFECTIVE DATE OF LEASE November 2, 1976

Examined:

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By ..... Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

[redacted] [redacted] [redacted]

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 sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE—PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the 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, or hereafter, if such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957 as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

RETURN TO
[illegible] SERVICE COMPANY
LAND DEPT.
TULSA, OKLAHOMA

675

[illegible]

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I. A. E. King, Commissioner of Public Lands for State of Wyoming. DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands and Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne, Wyoming on this 12th day of November, A. D. 19 76.

A. E. KING
Commissioner of Public Lands

SLO-25

PRINTED BY WILKE[redacted]NG, INC., 511 16th ST. SUITE 229 DENVER, CO 80202
FACSIMILE REPRO[redacted]Tatlock's

ASSIGNMENT

6— 4908075

File [illegible]

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~I~~, we, Kenai Oil and Gas Inc., 717 17th Street, Ste. Denver, Colorado 80202 and T. A. Chorney Exploration Co., 732 Metrobank Building, 475 17th St., Denver, Colorado 80202, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0734, and covering land situate in Sublette County, Counties, described as follows:

T. 27 N., R. 106 W., 6th P.M.
Section 7: Res. Lot 6 (Orig. Lot 3)
Section 18: SW¼NE¼

and containing 80.55 acres more or less, for and in consideration of the sum of Ten Dollars 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, 900 Colorado State Bank Bldg., 1600 Broadway of Denver, Colorado 80202, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same as described above

185161

RECORDED Jan. 22 1985, 3:20 P.M.
IN BOOK 61 PAGE 677
FEES 6.22 Jan Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Cheney

and containing 80.55 acres, more or less, reserving, however, ~~unto assignor~~ Reserving only unto Kenai Oil and Gas Inc one-half of one percent of eight-eighths (.50% of 8/8ths), and subject to a ~~five percent of eight-eighths (5.00% of 8/~~ overriding royalty previously created.

TO HAVE AND TO HOLD unto the said Cities Service Company, its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 4th day of June, 1980.

ATTEST:
Patrick J. DeNiro
Patrick J. DeNiro, Assistant Secretary

KENAI OIL AND GAS INC.
Joseph R. Mazzola
Joseph R. Mazzola, Vice-President

ATTEST:
Judith A. Buller
Judith A. Buller, Assistant Secretary

T. A. CHORNEYEXPLORATION CO.
Thomas A. Chorney
Thomas A. Chorney, President

ACKNOWLEDGMENTS

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of June, 1980, by Joseph R. Mazzola, as Vice-President of Kenai Oil and Gas Inc.

WITNESS my hand and official seal.

March 4, 1984
My commission expires:

Patsy A. Newby
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of June, 1980, by Thomas A. Chorney, as President of T. A. Chorney Exploration Co.

WITNESS my hand and official seal.

April 30, 1981
My commission expires:

Judith A. Buller
Notary Public

Assignment approved by Board of Land Commissioners: May 7, 1981 without binding the State for the payment of any overriding royalty, and further, that approval shall notoperate * as any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment

Assignment recorded in the Office of the Commissioner of Public Lands: May 1, 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 for the office record.)

Form Approved: 3-2-50
5,000 April 1959
11W-2691 et

RIDER TO ASSIGNMENT DATED June 4 , 19 80 TO LEASE State of Wyo. #76-0734

1. This assignment is made without warranty of title either express or implied.

2. Assignee, by its acceptance of this assignment, agrees that, if it ever desires to surrender all or any part of the interest herein assigned, it will notify Assignor of such desire at least (75) days in advance of the anniversary date specified in the lease. Assignor shall then have fifteen(15) days after receipt of such notice within which to elect to take a reassignment of such interest. Any election to take a reassignment so made by Assignor must be delivered to Assignee by registered mail within the specified time. Assignee will deliver to Assignor an assignment prior to the anniversary date of the lease if Assignor makes such an election. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee. Any failure of Assignee to comply with the above notice provisions shall not cause a liability in excess of the purchase price paid for this assignment. Assignee, by its acceptance of this assignment, agrees to indemnify and save and hold Assignor harmless from and against any and all claims and demands by parties in the chain of title under any previously created reassignment obligation.

"Assignor agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and to the royalty payable to the State of Wyoming, aggregates in excess of 17½%, shall be suspended when the average production of oil per well per day, averaged on a monthly basis, is 15 barrels or less."

SC...

8[illegible]

RETURN TO
CITIES SERVICE COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

[redacted] [redacted] 174 [redacted]

Form 88—C [redacted] C Rev 1974 OIL AN[redacted] LEASE [redacted]
Kan., Okla. &

THIS AGREEMENT, Entered into this the 13th day of May, 19 81

between Earl L. Babcock and Nadine F. Babcock, his wife
3682 E. Gilroy Rd.
Salt Lake City, Utah 84109 hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read sixteen percent (16%)

and containing 240.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 13th day of May, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank of Big Piney, Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Forty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damages caused by its operations ~~XXXXXXX~~ ~~XXXXX~~on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

X Earl L. Babcock
Earl L. Babcock
SSN: 520-24-8284

X Nadine F. Babcock
Nadine F. Babcock
SSN: 282-50-8792

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

680

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 29th day of May, 1981, personally appeared Earl L. Babcock

and Nadine F. Babcock, his wife

to me known to be the identical person S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Jan 3, 1983

Lois J. Yake County Clerk
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.....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] "A" ATTACHED HERETO AND MA[redacted]RT HEREOF an Oil and Gas L[redacted]
dated May 13, 1981, by and between Earl L. Babcock and Nadine F. Babcock, his wife, as LESSOR and APACHE CORPORATION, as LESSEE.

Township 36 North, Range 112 West, 6th P.M.
Section 25: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

LESSORS, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this Oil and Gas Lease said LESSEE shall have the sole right and option to renew this Oil and Gas Lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Should the LESSEE elect to exercise this right and option, LESSEE must pay or tender to the LESSOR a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil and Gas Lease.

135162

RECORDED Jan. 23 1981 8:00 A.M.
IN BOOK 61 OIL & GAS PAGE 679
FEES $2.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

Signed for Identification:

Earl L. Babcock

Earl L. Babcock

Nadine F. Babcock

Nadine F. Babcock

WP-28

682

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated May 13, 1981, from Earl L. Babcock and Nadine F. Babcock, his wife, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Earl L. Babcock and Nadine F. Babcock, his wife
3682 E. Gilroy Rd.
Salt Lake City, Utah 84109

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 APACHE 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	AMOUNT
Earl L. Babcock and Nadine F. Babcock	State Bank of Big Piney, Big Piney, Wyoming 83113	$30.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 29th day of May, 19 81.

x Earl L. Babcock (SEAL)
Earl L. Babcock

x Nadine F. Babcock (SEAL)
Nadine F. Babcock

(SEAL)

(SEAL)

(SEAL)

Printed [redacted] rinting, 511 16th St., Suite 222, (303) 893-1681 [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 29th day of May, 19 81, personally appeared Earl L. Babcock

and Nadine F. Babcock, his wife

to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Jan. 3, 1983 Fred J. Lake County Clerk
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

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 Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

683

684

Form 88 (Producers)
Kan., Okla. & Colo. 1955

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 15th day of April 1981
between Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor, whether one or more

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars cash in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees and that part of the following described rented premises thereon being situated in the County of Sublette State of Wyoming and described as follows, to-wit:

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M.
Section 13: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

FOR ADDENDUM SEE EXHIBIT "A" ATTACHED

Wherever the term one-eighth (1/8) appears, it shall by this reference be amended to read sixteen percent (16%).

containing 480.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil or gas or either of them is produced from said land or lands with which said land or any part thereof is pooled or unitized hereunder in paying quantities, or this lease is extended as otherwise provided herein.

3. As consideration for the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells on the leased premises, the equal one-eighth part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas produced from said land (1) when sold by lessee, one-eighth (1/8) of the amount realized from the sale of the gas at the well or if marketed by lessee off the leased premises, then one-eighth (1/8) of the market value at the well of one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well on said land, and (2) when used by lessee off the premises or in the manufacture of products therefrom, one-eighth (1/8) of the market value at the mouth of the well, computed at the prevailing market price of the casinghead gas, produced from any oil well on said land, at the time it is used. If gas produced from any gas well on said land is used by the lessee for any purpose or used on the leased premises by the lessee for purposes other than the development or operation of the leased premises, lessee shall pay lessor royalty at the rate stipulated herein. Lessee shall have free use of oil, gas and water produced on said land for lessee's operations thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth and shall pay for damages caused by lessee's operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing. In event lessee commences the drilling of a well within the term of this lease or after the expiration of the primary term of this lease and after the production of oil or gas from said land or from lands with which said land or any part thereof is pooled or unitized hereunder ceases from any cause, lessee shall not be in default if lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production within 90 days thereafter.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 15th day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or to the lessor's credit in the First National Bank of ~~xxxxx~~Kemmerer, Kemmerer, Wyoming, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes in the ownership of said land or in the oil and gas or in the rentals to accrue hereunder the sum of $Four Hundred Eighty &00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either directly to lessor or to said depository bank, and it is understood and agreed that the consideration first recited herein not only includes the first rental payable as aforesaid but also the lessee's option of extending the primary term hereof as to the entire leased premises and as to any part thereof for the periods and in the manner hereinbefore provided. 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 released acreage, except any express assignment thereof executed and delivered by lessee. In the event this lease is in force as to any portion of the land described herein after the expiration of the last rental period provided for in this lease, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by any release or releases executed by lessee.

6. Should the first well drilled on the above described land be a dry hole then and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the manner and amount and on the dates hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, this lease shall remain in force as though there had been no interruption in the payment of rentals and the effect thereof shall continue in force just the same as though no dry hole had been drilled and no rentals had been paid.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. If the rental land be increased at the next succeeding rental anniversary after any reservation occurs to cover the additional acreage.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for lessee's operations thereon, except water from the wells of the lessor. When requested by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damages caused by lessee's operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing. In event lessee commences the drilling of a well within the term of this lease or after the expiration of the primary term of this lease and after the production of oil or gas from said land or from lands with which said land or any part thereof is pooled or unitized hereunder ceases from any cause, lessee shall not be in default if lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production within 90 days thereafter.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed) the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change or division in the ownership of the land, royalties or rentals hereunder shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or such other evidence as lessee may deem necessary showing a complete chain of title from the record owner to the party claiming the interest, and in the case of the death of any person entitled to rentals hereunder, no payments of rentals need be made to his estate until there has been furnished to lessee a certified copy of the appointment of an administrator for the estate or any deceased owner, whichever is appropriate in the jurisdiction where such estate is being administered, or duly certified copies thereof necessary in showing a complete chain of title back to lessor. Any payments of rentals made hereunder before receipt of said documents shall be binding on any successor in interest of lessee, trustee, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or any such part or parts shall make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee thereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee shall have the option to discharge in whole or in part any taxes, mortgages, or other liens existing, levied or assessed on or against the above described land and in event lessee 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 tax, mortgage or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee commences operations for the drilling of a well at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date and if such operations be prosecuted with reasonable diligence, 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 commences operations for reworking or drilling a well within sixty days from such cessation and this lease shall remain in force during the prosecution of such operations and if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize the leased premises or part thereof with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding 640 acres each, plus a tolerance of ten percent (10%) thereof, in the event a unit is established containing more than 640 acres, which may be established or enlarged to conform to the size prescribed or permitted by governmental regulations. Lessee shall exercise said option as to each desired unit, by executing and recording an instrument identifying the unit so formed. Any well drilled or operations conducted on any part of such unit shall be considered a well drilled or operations conducted under this lease and whether such well is located on the leased premises or not, there shall be allocated to the leased premises included in such unit such proportion of the actual production from all wells on such unit as the number of acres of the above described land included in such unit bears to the total number of acres in such unit. Royalties hereunder shall be computed on the production so allocated to such portion of the above described land included in such unit as such portion computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production allocated as aforesaid to the portion of the above described land included in any such unit shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to and be binding on each of the parties who execute it without regard to whether such lessor is named above and regardless of whether it is signed by any of the other parties who were named as lessor. This lease may be executed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness

*** CORPORATE SEAL ***

Fear Ranches, Incorporated

By: Kenneth Fear
Kenneth Fear, President

Attest: C. A. Fear Jr
C. A. Fear, Jr., Secretary

[redacted] [redacted] [redacted]

Printed [redacted] ing, 511 16th St., Suite 222, (303) 893-0001

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of ....., 19....., personally appeared .....

and .....

....., to me known to be the identical person..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

State of Wyoming
County of Sublette
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 15th day of April, A. D. 1981, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

JOANN MAHONEY
NOTARY PUBLIC
STATE OF WYOMING
My Commission Expires Sept. 27, 1984

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of April, A. D. 1981

Joann Mahoney
Notary Public

My Commission expires: September 27, 1984

FROM .....

TO .....

Dated .....

No. Acres .....

Term .....

This instrument was filed for record on the ..... day of ..... 19....., at ..... o'clock ..... M., and duly recorded in Book ..... Page ..... of the records of this office.

County Clerk

By ..... Deputy

When recorded return to .....

685

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 15, 1981, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, that the Lessee provide to the Lessor a description of said unitization, which shall indicate a description of the lands to be involved in said production as well as the names of those interest owners in said lands.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed for Identification:

FEAR RANCHES, INCORPORATED

Kenneth Fear
Kenneth Fear, President

C. A. Fear, Jr.
C. A. Fear, Jr., Secretary

135163

RECORDED June 23 1981 8:30 A.M.
IN BOOK 61 O&G PAGE 684
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

Form AS [redacted]
Kan., Okla. A [redacted] 7-55

C Rev 1974 OIL AN[redacted]S LEASE

[redacted]

THIS AGREEMENT, Entered into this the 15th day of April 1981

between Fear Ranches, Incorporated, a Colorado Corporation
Big Piney, Wyoming 83113

hereinafter called lessor,

and APACHE CORPORATION, 1660 Lincoln St., #2300, Denver, CO. 80264 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and ~~with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M.
Section 12: $SE\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 14: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

FOR ADDENDUM SEE EXHIBIT "A" ATTACHED

Wherever the term one-eighth (1/8) appears, it shall by this reference be amended to read sixteen percent (16%).

and containing 280.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds at the well of gas so marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for gas purposes or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at the lessor's sole cost and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling house on the leased premises by applying its own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 15th day of April 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of ~~Kxxxx~~ Kemmerer, Kemmerer, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two Hundred Eighty &00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to said date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land on or before twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When requested by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including, the right to draw and remove all casing. Lessee agrees, upon the completion or abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all metallatic articles within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, devisees, executors, administrators, successors, and assigns, but no change or division in the land or in the rentals or royalties or any assignment thereof shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of a administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date (or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided). If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for the drilling or reworking of a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization, provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or legal lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessee elects, if any, or such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production allocated to such portion shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs as lessor, regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in any number of counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness

*** CORPORATE SEAL ***

Fear Ranches, Incorporated

By: Kenneth Fear, President

Attest: C. A. Fear, Jr., Secretary

Fed. I. D. #83-0182080

687

688

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1684

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....

and .....

..... to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 15th day of April, A. D. 19 81, before me personally appeared Kenneth Fear, to me personally known, who, being by me duly sworn, did say that he is the President of Fear Ranches, Incorporated, a Colorado Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kenneth Fear acknowledged said instrument to be the free act and deed of said corporation.

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 27, 1984

In witness whereof, I have hereunto set my hand and seal this 15th day of April, A. D. 1981

Jo Ann Mahoney
Notary Public

My Commission expires 27th Sept 1984

FROM

No .....

TO

.....

Dated ....., 19

No. Acres .....

County .....

Term .....

This instrument was filed for record on the ..... day of ....., 19....., at ..... o'clock ..... M., and duly recorded in Volume ..... Page ..... of the records of this office

..... County Clerk.

By ..... Deputy.

When recorded return to

EXHIBIT "A" attached to and made a part of an Oil & Gas Lease, dated April 15, 1981, by and between Fear Ranches, Incorporated, as LESSOR, and APACHE CORPORATION, as LESSEE.

Lessors, for themselves, their successors and their assigns, do hereby grant unto the LESSEE, their heirs and assigns, the following right and option, to wit: that, at the expiration of this oil & gas lease said Lessee shall have the sole right and option to renew this oil & gas lease under the same lease terms and conditions for an additional period of two (2) years and so long thereafter as Oil and/or Gas may be produced from said premises. Sould the Lessee elect to exercise this right and option, Lessee must pay or tender to the Lessor a Bonus Consideration of $100.00 per net mineral acre, said payment due on or before the expiration of this Oil & Gas Lease.

Notwithstanding anything to the contrary it is hereby agreed by the Lessee that in the event there are wells drilled which are capable of production and said production is not sold or used for a period of one (1) year, Lessee shall then pay to the Lessor as Royalty an amount equal to $5.00 per net mineral acre, payable annually on the anniversary date of this lease following the end of each such year during which such production in oil and/or gas is not sold or used, and while said royalty is so paid this lease shall be held as a producing property under the conditions of this lease.

It is hereby agreed that during the course of any operations in which the Lessee or his assigns or agents desire to use methods wherein and whereby nuclear or fissionable devices or techniques are to be employed, that it may done with the express written consent of the Lessor.

It is hereby agreed that in the event of production and at such time that said production is incorporated into a spacing or pooling unit, that the Lessee provide to the Lessor a description of said unitization, which shall indicate a description of the lands to be involved in said production as well as the names of those interest owners in said lands.

It is hereby agreed that in the event the Lessee, his assigns or agents desire to construct roads, bury pipe lines, place storage tanks, power stations, telephone lines or the like, that it done with the express written consent or approval of the Lessor.

Notwithstanding anything to the contrary, it is hereby agreed that should operations by the Lessee not begin on or before six (6) months prior to the expiration of the above noted option, should said option be exercised, that said operations will not qualify as a factor in which this lease may be held. In the event that the Lessee desires to begin operations during the last six (6) months of the option it shall be understood that it be done after negotiations are entered into with the Lessor, as it is hereby agreed that any such operations must be completed by the end of the term of said option.

Signed For Identification:

FEAR RANCHES, INCORPORATED

Kenneth Fear, President

C. A. Fear, Jr., Secretary

105162

RECORDED Jan 23 1981 8:30 A.M.
IN BOOK 61 PAGE 687
FEES $ Mack D Parker COUNTY CLERK
SUBLETTE COUNTY CLERK by Penny

WP-28

690

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated April 22, 1981, from Mildred Ecklund Payne, a/k/a Mildred L. Payne, a widow
Box 435, Wickenburg, Arizona 85358, as Lessors, to APACHE CORPORATION, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by APACHE CORPORATION, 1660 Lincoln Street, #2300, Denver, Colorado 80264, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

185175

Township 34 North, Range 109 West, 6th P.M.
Section 30: NW¼NE¼, NE¼NW¼

RECORDED June 24 1981 8:00 A
IN BOOK 61 Misc PAGE 690
FEES 6.00 Jan J. Parker COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Canning

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Wilda Kernek, a widow
210 N. Gulf Street
Holdenville, Oklahoma 74848

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 APACHE 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	AMOUNT
Mildred Ecklund Payne	Community Bank of Arizona Wickenburg, Arizona 85358	$80.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 11th day of June, 1981.

X Wilda Kernek (SEAL)
Wilda Kernek

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

[redacted] [redacted] [redacted] (SEAL)

Printed by [redacted] 511 16th St., Suite 222, (303) 893 1681 [redacted] [redacted]

STATE OF Oklahoma }
COUNTY OF HUGHES } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11th day of JUNE, 19 81, personally appeared Wilda Kernek, 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 12-1-84

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

692

TFS-W-0766

Producers 88 Spec. - U -4

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 8th day of June, 1981 by and between

Geraldeane C. Ross, a single woman,
123 Ventura Avenue
Silverstrand Beach, Oxnard, California 93030

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 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, S½NW¼, N½SW¼, SW¼SW¼

gr.

five (5) years from June 7, 1981

~~XXSXXXn~~ ~~XXXXXX~~ ~~Range~~ / and containing 349.03 gr 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~~ June 7, 1982, this lease shall terminate as to both parties, unless the lessee on or before ~~that date~~ ~~XXXXXXXX~~ June 7, 1981 shall pay or tender to the lessor ~~XXXXXXXXXXXXXXXXXXXX~~ Geraldeane C. Ross, 123 Ventura ~~Bank of~~ Avenue, Silverstrand Beach, Oxnard, Calif. 93030, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Forty-nine and 03/100 ($349.03)- - - - 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.

Lessor hereby releases and waives all rights of homestead, curtesy or dower and other exemption laws of the state in which the said lands are situate. Lessor expressly acknowledges and declares that the payment received by Lessor for this lease at the time of execution thereof is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant contained herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

Geraldeane C. Ross (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

185209

RECORDED June 25 1981 8:30 A.M.
IN BOOK 61 of Deeds PAGE 692
FEES 6.00
Sublette County Clerk

[redacted] [redacted]

OFFICIAL SEAL
MARY LOUISE NICH...
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My Comm. Expires Dec. 8, 1984

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota

STATE OF CALIFORNIA
COUNTY OF Ventura } ss

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 11th day of June, 1981, personally appeared Geraldeane C. Ross, 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 Dec 8, 1984 Mary Louise Nicholson
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.

Notary Public

My Commission Expires:

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 _____

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

193

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 27th day of September, 1980.

ATTEST:

Assistant Secretary

ENERGETICS, INC.

BY:
P. D. Maher, Executive Vice President

185210

RECORDED June 25 1981 8:00 A.M.
IN BOOK 61 019 PAGE 694
[redacted] COUNTY CLERK

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 27th day of September 1980.

Notary Public

My Commission Expires:

My Commission Expires Aug. 7, 1984

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 27th day of September, 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-263-005	U.S.A. W-53093	Francis Clyde Null	1-1-76	T-27-N R-111-W Sec. 10: All		
WY-263-006 11102	U.S.A. W-54136	Sam V. Morse	4-1-76	T-27-N R-111-W Sec. 14: All Sec. 15: S/2		
WY-263-007	U.S.A. W-40980	Barlow & Haun, Inc.	9-1-73	T-27-N R-111-W Sec. 13: N/2		

The above interest is limited to a depth of the stratigraphic equivalent of 11,694', penetrated by the Federal 30-15 well located on Sec. 15: T27N-R111W, Sublette Co., Wyoming

[redacted] RECEIVED MAY 29 1981 [redacted]

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED

FORM APPROVED
OMB NO. 42–R1599

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W 63928

Lease effective date
June 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.
W-63928-A

PART I

1. Assignee's Name

John J. Christmann

Address *(include zip code)*

1500 Broadway, Suite 800, Lubbock, Texas 79401

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 37 North, Range 113 West, 6th P.M.

Section 7: NE¼

Containing 160.00 acres, more or less, in Sublette County, Wyoming.

185221

RECORDED June 25 1981 3:30 P.M.
IN BOOK 61 0+9 PAGE 697
FEES 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Carney

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	ALL
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	Five Percent (5%) of 8/8ths Production Payment.
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. See Attached Rider.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of May, 1980.

Arnold W. Frear
(Assignor's Signature)
Arnold W. Frear
1590 Edgemore Drive
Rochester, New York 14612
(Assignor's Address)

Gretchen Capital, Limited
By: [signature] President
Attest: [signature] Secretary
2300 East Oakland Boulevard, Suite 202
Fort Lauderdale, Florida 33306
(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 APR 1 1981

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 26 1981
(Date)

000490

NOTE: This form may be reproduced provided that copies are printed identically on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

Claimant

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. 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 23 day of June, 19 80.

John J. Christmann
(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY (Assignee's Address)
LUBBOCK, TEXAS 79401
(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.

Number of Copies — File three (3) completed BLM office

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

of agreement between them,

State of ~~Florida~~ New York
County of Monroe } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 29-th day of May, A. D. 19 80, before me personally appeared Eugene Monesi, to me personally known, who, being by me duly sworn, did say that he is the President of Gratchen Capital, Limited and that the seal affixed to said instrument is the corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29-th day of May, A. D. 19 80

(SEAL) OSCAR W. SHAFER
NOTARY PUBLIC, State of New York, Monroe County
My Commission Expires March 30, 1981

My Commission expires: _____ Notary Public

KINTZEL'S - CASPER

STATE OF New York
COUNTY OF Monroe } 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 29-th day of May, 19 80, personally appeared Arnold W. Frear and _____, to 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 [redacted] OSCAR W. SHAFER NOTARY PUBLIC, State of New York, Monroe County [redacted] Notary Public [redacted]

N O T I C E

When making rental payments, or writing regarding this lease, PLEASE refer to the correct serial number: W-63928-A

W-63928

Assignor hereby excepts and reserves an obligation equal to $ 10,000.00 per acre for the number acres assigned hereby, the same to be paid out of 5% of 8/8ths of the market value at wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions or renewals thereof. All payments made on account of sai obligation shall be computed and paid at the same time and in the same manner as royalties payable to the Lesso 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 o the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms an conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be bin ing upon Assignee until such time as Assignee shall have been furnished with either the original, a certified c 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 Assign shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. In the event of breach by Assignee of the provisions of this paragraph in such a fashion that all or any part of t lease is terminated or surrendered without first having been offered to Assignor as required hereunder, the par ties hereby agree that Assignee shall pay Assignor, as liquidated damages and not as a penalty, and in complete settlement for all damages caused by such breach, the amount per acre that was paid for this assignment for eac acre of this lease so lost or surrendered.

Date May 23, 1980

Signed for Identification Arnold W. Frear

Arnold W. Frear

Gretchen Capital,Ltd. By: Eugene Monesi

700

TFS-W-0766

Producers 88 Spec.– U
Wyoming

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 15th day of May, 19 81 by and between Claudie M. Meyer and William F. Meyer, aka W. F. Meyer, her husband

of Box 236, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more) and

Thomas F. Stroock

of P.O. Box 2875, Casper, Wyoming 82601, 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 29 North, Range 111 West, 6th P.M.
Section 28: Lots 2, 3, 4, 8, 9, S½NW¼, N½SW¼, SW¼SW¼

185225

RECORDED June 26 19 81 8:00 A.M.
IN BOOK 61 of Q PAGE 700
FEES 6.00 Jack Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Cairney

cm cm
~~XXXXXX~~ ~~XXXXXX~~ ~~Range~~ five (5) and containing 349.03 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 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 Pay Direct to Lessor Bank at Box 236, 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 Nine 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 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 E. HOUK · Notary Public
County of Sublette State of Wyoming
My Commission expires July 28, 1984

Claudie M. Meyer (SEAL)
Claudie M. Meyer

(SEAL)

William F. Meyer (SEAL)
William F. Meyer
aka W. F. Meyer

(SEAL)

(SEAL)

STATE [redacted] 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 12 day of May, 1981, personally appeared Claudie M. Meyer Claudie M. Meyer

aka W. F. Meyer
and William F. Meyer, her husband W. F. Meyer

WILLIAM E. HOUT Notary Public
County of Sublette — State of Wyoming
My Commission expires July 28 1984

, 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 July 28 1984

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING